

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Tuesday, August 20, 2019, 5:00 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Janny Meyer, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Tuesday, August 20, 2019, 5:00 p.m.

5:00 p.m. Call to Order Open Session, Call to Order, Pledge of Allegiance

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

Consent Items

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

1a. Approve Notice of Completion for Astra Builders, Inc., for the installation of two modular buildings according to DSA regulations at Golden Hill Elementary School.

Discussion/Action Item:

2a. Approve independent contractor agreement between the Fullerton School District and AMN Key Solutions to complete a public outreach, communications, and marketing program for the District between September 1, 2019 and May 31, 2020.

Board Annual Goals

Public Comments

Public Comments/Persons Addressing the Board – Policy

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Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, September 10, 2019, 6:00 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: August 20, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE NOTICE OF COMPLETION FOR ASTRA BUILDERS, INC., FOR THE INSTALLATION OF TWO MODULAR BUILDINGS ACCORDING TO DSA REGULATIONS AT GOLDEN HILL ELEMENTARY SCHOOL

Background: On July 24, 2018, the Board of Trustees approved the award of a contract for Golden Hill Elementary School for the installation of two modular buildings according to The Division of The State Architect, (DSA), regulations, Project FSD-17-18-GF-10, to Astra Builders, Inc.

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

Funding: The completed contract amount is \$769,144.82 and will be paid from the General Fund.

Recommendation: Approve Notice of Completion for Astra Builders, Inc., for the installation of two modular buildings according to DSA regulations at Golden Hill Elementary School.

RC:SS:ys
Attachment

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

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

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to with: Golden Hill Elementary School, 732 Barris Drive., Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with Astra Builders, Inc., of Anaheim, CA, as contractor; that the work on said improvements was actually completed and accepted on the 20th day of August 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Argonaut Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Astra Builders Inc., Project No. FSD-17-18-GF-10 for the installation of two modular buildings according to The Division of the State Architect, (DSA), regulations at Golden Hill Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s)
who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

DISCUSSION/ACTION ITEM

DATE: August 20, 2019

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

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

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

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND AMN KEY SOLUTIONS TO COMPLETE A PUBLIC OUTREACH, COMMUNICATIONS, AND MARKETING PROGRAM FOR THE DISTRICT BETWEEN SEPTEMBER 1, 2019 AND MAY 31, 2020**

Background: AMN Key Solutions will provide assistance with implementing a public outreach, communications, and marketing program to increase the local population's understanding of Fullerton School District's educational offerings, student achievement, and raise the public understanding of the district's current infrastructure. AMN Key Solutions will expand parent and community engagement via community forums throughout the district.

Rationale: There is a current need for increased awareness of the District's educational offerings, student achievement, and understanding of the district's current infrastructure. AMN Key Solutions are experts in this field and can provide the District with achieving this goal.

Funding: Base Consulting Fee of \$5,500 per month plus cost for media and advertising goods and services and reimbursement of expenses. The total cost is not to exceed \$75,000 and will be paid from the General Fund.

Recommendation: Approve independent contractor agreement between the Fullerton School District and AMN Key Solutions to complete a public outreach, communications, and marketing program for the District between September 1, 2019 and May 31, 2020.

RC:yd
Attachment

CONSULTING AGREEMENT

PARTIES

The Effective Date of this agreement is Sept 01, 2019. This Agreement is by and between AMN Key Solutions “AMN,” the Provider with offices at:

AMN Key Solutions
3053 Freeport Blvd. Suite 279
Sacramento, CA 95818

and Fullerton School School District “the Client”, with offices at:

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

RECITALS

- A. The Client needs assistance implementing public outreach, communication, and a marketing program. The objective shall be to increase the local population’s understanding of Fullerton School District’s educational offerings, LCAP goals, progress and actions, student achievements, and expanding public/parent engagement.
- B. AMN is a professional consulting firm that provides public outreach, marketing, and communication consulting services.
- C. Client desires that AMN provide certain consulting services to the Client with respect to a public information, marketing and community engagement effort pursuant to the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. **Engagement of the Provider.** During the term of this Agreement, Client hereby engages the Provider to perform the following services (collectively, “Services”):
 - a. Work with the Client to develop a recognizable brand identity.
 - b. Develop strategies and plans to inform and engage internal stakeholder groups.
 - c. Write, design, and produce materials to educate, inform and engage stakeholders as directed by Client leadership team.
 - d. Develop and execute strategies and plans to inform and engage external groups including elected leaders, business leaders, city leaders, community leaders, faith community leaders, media personalities, and others as identified by Client leadership team.
2. **Employment of Additional Personnel.** In connection with the consulting services to be provided under this Agreement, the Provider shall utilize their own employees and retain third party vendors pursuant to **Section 4.b.** the Provider shall not be required to employ any additional personnel to assist the Provider in the performance of the Provider’ duties. The Provider may recommend that Client hire additional personnel to

assist the Provider. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client.

3. In every instance, such additional personnel shall be considered an employee of Client, not the Provider. The foregoing shall not limit the Provider' right to hire, pay, and/or discharge its own employees.
4. **Term of Agreement.** The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until May 31, 2020.
 - a. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.
 - b. Termination of this Agreement by the Provider is allowed at any time for non-payment of any amount owed to the Provider under Section 4.
5. **Compensation.** In consideration for the Services to be rendered by the Provider pursuant to this Agreement, Client shall pay the following fees to the Provider:
 - a. **Base Consulting Fee.** The Provider shall be paid a Base Consulting Fee of \$5,500. per month. Payment is due on the first of every month and to be sent in advance for the work to be performed to the address, identified herein. As this agreement runs from Sept 1, 2019 to May 31, 2020, the Parties agree the Contract is for 9 billing cycles.
 - b. **Payments on Certain Purchases and Rentals.** All media and advertising goods and services shall be purchased or rented from the Provider by Client. The Provider shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to the Provider, or to the third party vendor at the discretion of the Provider. Any purchase of stock imagery and infographics on behalf of the client for reproduction purposes shall not exceed\$1,800. in aggregate per month without prior consent.
 - c. **Reimbursement of Expenses.** Client shall reimburse the Provider for expenses incurred by the Provider from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, all travel expenses, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. The Provider shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse the Provider in full. Any individual expense above \$1,800. must be approved by either Client verbally or in writing. Any verbal approval shall be confirmed in writing by either Party. Client may designate in writing an individual(s) with authority to approve expenses on Client' behalf.
 - d. **Interest Clause.** In the event that any amount owed to the Provider is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month.
6. **Indemnification and Limitation of Liability.**
 - a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's breach of any provision in this Agreement, willful misconduct, negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party (e.g. a phone bank provider). For avoidance of

doubt, the Provider shall not have any liability arising from the use of materials approved by Client as provided in Section 8 hereof. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to cooperate with the Indemnifying Party in the defense of any such claim or other matter.

- b. The Provider' sole and maximum liability arising out of, or related to, this Agreement or the Services shall not exceed the upper limit of the AMN's professional liability insurance coverage. AMN shall provide to the Client a certificate of insurance confirming the amounts such of coverages and shall maintain such policies in full force and effect during the Term. In no event shall the Provider be liable for indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to this Agreement or the Services.
7. **Expenditure Authority.** Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$1,800. The Provider shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of \$1,800 without verbal or written approval from Client. The Provider shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client' behalf.
8. **Approval of Materials.** Client is responsible for giving final approval of materials developed by the Provider for distribution to the public, including, without limitation, informational fact sheets, written materials, Client' website content and mailers. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.
9. **Termination Payments.** Upon termination of this Agreement, Client shall pay the Provider the following.
 - a. **Base Consulting Fee.** Client shall pay the Provider on the termination date any Base Consulting Fee that is owed under Section 4 for Services performed up to and including the date of termination.
 - b. **Reimbursement of Expenses.** Within thirty (30) days after termination of this Agreement, the Provider shall submit a final accounting of the Provider' expenses pursuant to Section 4, and within ten (10) days thereafter, Client shall pay the Provider for all expenses incurred on behalf of Client.
 - c. **Reimbursement for Payments to Vendors.** Upon termination of this Agreement, Client shall pay the Provider on the termination date all amounts advanced by the Provider that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by the Provider and any cancellation fees charged by such third party vendors.
10. **Proprietary Rights and Licenses.**
 - a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "Developments" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of the Provider and may be treated and dealt with by the Provider as such without payment of any consideration to

Client. The Development of intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, mask works, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon the Provider' request, shall execute such documents and instruments as the Provider shall reasonably request as necessary to confirm and vest title to such Developments in the Provider under any applicable law.

- b. The Provider hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the Client' jurisdiction for any legitimate civic purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

11. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by the Provider under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that the Provider does not provide any guidance or advice in this regard and Clients' legal counsel has final review and responsibility for compliance with all legal requirements.

12. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and the Provider, or cause the Provider to be responsible in any manner for the debts and obligations of Client.

13. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before, an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs for attorneys in the jurisdiction which the Party resides, in addition to any other relief to which the prevailing party may be entitled.

- a. **Arbitration.** To the fullest extent permitted by law, any Dispute, as defined in Section 13, shall be settled by binding arbitration in Sacramento, California. The arbitration shall follow standard arbitration rules and be conducted by a person who regularly performs Arbitrations. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 13. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator

shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties; provided that any award shall be reviewable for abuse of discretion on grounds of legal error. The court may confirm, correct or vacate the award if there is an abuse of discretion in interpreting the facts or law. Any action to review the arbitration award shall be filed and maintained in a state court of competent jurisdiction to where the arbitration was held.

14. **Limited Warranty.** The Provider warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. The Provider makes no warranty, express or implied, concerning the results of the Services. To the full extent permitted by law, all implied warranties are hereby excluded.
 - a. **Assignment.** Client shall not have the right to assign Clients' rights or delegate Clients' obligations under this Agreement without the prior written consent of the Provider, which consent may be withheld by the Providers' sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle the Provider to terminate this Agreement as if success had been fully achieved.
15. **Exclusivity of the Agreement.** During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by the Provider under this Agreement without the prior written approval of the Provider. The Providers' right to perform consulting, media management, or any other services for any other person or party outside of the District's boundaries shall not be limited in any way.
16. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth in this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iv) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for receipt of such notices.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
18. **Applicable Law.** This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California.
19. **Severability.** In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

20. **Captions for Convenience.** The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
21. **Waiver and Amendment.** No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
22. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.
23. **Counterparts; Facsimile Signature.** The parties agree that signatures on this Agreement transmitted via facsimile have the same force and effect, and are considered the same as, originals.

WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first written above.

Provider

AMN Key Solutions
3053 Freeport Blvd. Suite 279
Sacramento, CA 95818

Client

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

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

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FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, August 13, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:33 p.m. and Dr. Robert Pletka led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Jeanette Vazquez
(Aaruni Thakur was absent)

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

Recess to Closed Session – Agenda

At 5:34 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:02 p.m. and Ruth Gaer (Parks JHS teacher) led the pledge of allegiance. There was no report from Closed Session. President Meyer held a moment of silence in memory of victims of recent shootings across the nation.

Introductions/Recognitions:

Giselle Suastegui, Nicolas JHS alumni, was recognized for being named Entrepreneur of the Year. Giselle is currently a Sunny Hills student and she created an application to help students seek help with mental health resources. Mr. Jesus Silva (Nicolas JHS teacher) mentored the program at Nicolas. As part of Giselle's award she received a \$1000 award.

Marlene McGlensey on behalf of the Wilson W. Phelps Foundation was proud to grant funding to five elementary FSD sites totaling \$71,000. The grants were awarded to Parks JHS, Nicolas JHS, Valencia Park School, Commonwealth School, and Richman School. Mrs. McGlensey shared that her grandfather founded the Wilson W. Phelps Foundation to make a positive impact in the lives of children. She reported that she applauds all of the schools and personnel for doing such excellent work educating students.

Superintendent's Report

Dr. Bob Pletka reported school started on August 12, 2019, and it was a great beginning of the school year. He thanked all the staff that worked diligently during the summer to prepare for the beginning of the school year. Dr. Pletka especially thanked the Maintenance and Operations department for the summer projects to beautify the sites for the 2019/2020 school year and address any issues that need attention on the first day of school.

Information from the Board of Trustees

Trustee Thakur- not present.

Trustee Berryman- She gave a shout to all staff for a successful start of the school year. She thanked the Maintenance and Operations department staff for their hard work getting sites ready for the first day of school. Trustee Berryman commended veteran teachers who assist new teachers during their first year of teaching.

Trustee Sugarman – She reported the Management Symposium was very successful with important vision information being shared; the new teacher orientation was very well executed; the Districtwide Welcome Back had great messaging to staff and a great opportunity to honor community partners; she thanked Dr. Chad Hammitt for hiring the most qualified staff for open positions. She reminded everyone the Fullerton Education Foundation Toast to Learning event is October 12, 2019.

Trustee Vazquez– She stated her first day of teaching was on the same day as the Districtwide Welcome Back so she was unable to attend the welcome back event. She thanked staff for working diligently to get ready to welcome students on the first day of school. Trustee Vazquez attended two conferences: NALEO and OCDE Know my Name, Face & Story. She thanked teachers for filling different roles as needed.

President Meyer- She shared her appreciation to Mike McAdam who was the keynote speaker at the Districtwide Welcome Back.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –Mark Jacobs- He reported that FETA values everyone's contributions to the District and he thanked the FETA bargaining team. He shared teachers welcomed students and parents to a new school year. Teachers build relationships and they lay the foundations for students and their future. He thanked the District and is excited about beginning a new school year.

CSEA – Marleen Acosta- She reported Al Lacuesta, Theresa Corona, and Marleen Acosta attended the CSEA Annual Conference in Las Vegas in July 2019. The opening speaker was Jonathan Mooney. Ms. Acosta shared information about his life. She wished everyone a great school year.

FESMA –Robin Gilligan- She shared managers had an opportunity to read the book "Culture Club" and had an opportunity to discuss the content at the Management Symposium. She thanked District Office volunteers for helping sites on the first day of school.

Public Comments:

Jesus Silva, City of Fullerton Mayor and Nicoals JHS teacher, stated the Woodcrest Park will soon be opening. He thanked the Board for extending the Dual Language Immersion program; he expressed his appreciation for the speech and debate program at FSD. Mr. Silva shared there is a project to save the Hunt Library and also working on a community center and that the City of Fullerton is collecting extra water fees to fix water leaks.

Approve Minutes

It was moved by Hilda Sugarman seconded by Jeanette Vazquez and carried 4-0 (Trustee Thakur was absent) to approve minutes of the Regular meeting on July 30, 2019.

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

Consent Items

Moved by Hilda Sugarman, seconded by Jeanette Vazquez, and carried 4-0 to approve the consent items. The Board commented on consent items #1a, 1b, and #1p

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered N22C0006 through N22C0008, N22D0052 through N22D0064, N22E0003, N22M0053 through N22M0073, N22R0166 through N22R0219, N22T0006 through N22T0011, N22V0022 through N22V0031, N22X0176 through N22X0205, N22Y0049 through N22Y0058, and N22Z0069 for 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220061 through 220069 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 123307 through 123491 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13773 through 13774 for the 2019/2020 school year.

1g. Rejection of Bid No. FSD-18-19-GF-05 Acacia Elementary Re-Bid for playfield improvements.

1h. Rejection of bid Bid No. FSD-18-19-GF-04 Valencia Park Elementary for Playfield Improvements.

1i. Rejection of bid No. FSD-18-19-GF-06 Valencia Park Elementary Re-Bid for Playfield Improvements

1j. Approve Notice of Completion for KYA Services, LLC, for the purchase of needed carpet and repair materials for the library located at Beechwood School.

1k. Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile

and base materials for the repair and replacement of worn and damaged carpet and tile at Raymond Elementary School.

1l. Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn damaged carpet and tile located in the multi-purpose cafe at Richman Elementary School.

1m. Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn and damaged carpet and tile at Valencia Park Elementary School.

1n. Approve Additive Change Order #5, 2018 Fence Replacement-Various Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A1 Fence Company.

1o. Approve/Ratify renewal of Unpaid School Psychology Internship Agreement with Chapman University effective August 1, 2019 through September 1, 2024.

1p. Approve Educational Consulting Agreement between Fullerton School District and North Orange County Community College District to provide college courses to grades 7 & 8 students effective August 17, 2019 through May 31, 2020.

1q. Approve/Ratify Agreement Number 48400 between Orange County Superintendent of Schools and Fullerton School District for professional development training for Child Development Services preschool staff effective July 1, 2019 through June 30, 2020.

1r. Approve Nonpublic Agency Master Contracts with Autism Learning Partners – Orange, Behavioral Learning Network, Comprehensive Educational Services, Inc. DBA ACES, Cornerstone Therapies, Integrity Therapy for Kids DBA The Launchpad Therapy for Kids, John Tracy Clinic, Maxim Healthcare Services, Inc., Pediatric Therapy, LLC, Procure Therapy, Inc., Providence Speech and Hearing Center, Russo, Fleck & Associates, Sea Change Therapy, LLC., Speech Bananas, Staffrehab, Therapists Unlimited, A Genesis Healthcare Company, Therapy Staff, LLC, and 3 Chords, Inc. DBA Therapy Travelers effective August 14, 2019 through June 30, 2020.

1s. Approve agreement with Swing Education effective August 14, 2019.

1t. Approve/Ratify warrant numbered 1124 for the 2019/2020 school year.

1u. Approve/Ratify warrant numbered 1206 for the 2019/2020 school year.

1v. Adopt resolutions numbered 18/19-B40-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Adopt resolution numbered 19/20-B001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1x. Adopt resolution numbered 18/19-B042 through 18/19-B047 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1y. Approve/Ratify out-of-state conference attendance for Dr. Robert Pletka and Jeremy Davis, to attend the League of Innovative Schools Spring 2019 Meeting in Loudoun County, Virginia, October 16-18, 2019.

Presentation:

Timothy McLarney from True North Research presented information on Fullerton School District's Bond Measure Feasibility Survey. Mr. McLarney presented on the purpose of the study, importance of issues, initial ballot test, tax threshold, and observations and recommendations. The Board had an opportunity to discuss the Bond Measure Feasibility Survey results.

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

President Meyer adjourned the Regular meeting on August 13, 2019, at 7:35 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Tuesday, August 20, 2019
5:00 p.m. Open Session

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

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:05 p.m. and Trustee Aaruni Thakur led the pledge of allegiance to the flag. The Board discussed their Board of Trustees Annual Goals and Protocols.

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

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

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

Consent Item

1a. Approve Notice of Completion for Astra Builders, Inc., for the installation of two modular buildings according to DSA regulations at Golden Hill Elementary School

It was moved by Aaruni Thakur, seconded by Hilda Sugarman, and carried 5-0 to approve consent item #1a.

Discussion/Action Item:

2a. Approve independent contractor agreement between the Fullerton School District and AMN Key Solutions to complete a public outreach, communications, and marketing program for the District between September 1, 2019 and May 31, 2020.

It was moved by Hilda Sugarman, seconded by Jeanette Vasquez and carried 5-0 to approve independent contractor agreement between the Fullerton School District and AMN Key Solutions to complete a public outreach, communications, and marketing program for the District between September 1, 2019 and May 31, 2020

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

No requests.

Adjournment:

President Meyer adjourned the Special meeting on August 20, 2019, at 7:43 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 10, 2019
5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:15 p.m.- Call to Order, Pledge of Allegiance

5:15 p.m.- Recess to Closed Session – Agenda:

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

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

Introductions/Recognitions:

Golden Hill Little League World Series Champions
Advanced Placement FSD Students
Commonwealth School Report
Catch me at My Best Recipients

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting August 13, 2019

Special Meeting August 20, 2019

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

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

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

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

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

1g. Approve/Ratify Classified Personnel Report.

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

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

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

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

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

1m. Approve/Ratify Addendum to the Agreement between Fullerton School District and Advantage

Communications for the Speech and Debate program for the 2019/2020 school year.

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

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

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

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

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

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

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

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

1v. Adopt resolution numbered 18/19-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools).

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

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

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

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

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

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

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

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

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

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

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

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

Discussion/Action Items:

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

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

2c. Approve Revised Board Annual Goals.

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

Presentation

Youth Truth Survey Results

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

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, September 24, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), extra periods(s), promotions(s), stipend(s), reassignment(s), rehire(s), and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
202	Adams	Haein	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
144	Ascari	Patricia	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in leadership team meeting. Budget #0130212101-1101	8/6/19
116	Blake	Darcy	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
1478	Bleker	Joyce	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
116	Calvo	Andrea	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
1478	Champlin	Brandy	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
202	Chong	Christina	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
1478	Clemente	Paul	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
144	Dellalonga	Sandra	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in leadership team meeting. Budget #0130212101-1101	8/6/19
144	Diaz	Lisa	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in leadership team meeting. Budget #0130212101-1101	8/6/19
116	Donnelly	Carlos	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
211	Gaer	Ruth	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE six and a half (6.5) hours for certificated employee to work on PBIS planning and translating slideshow. Budget #0130223101-1101	8/01/19-8/02/19
116	Garcia	David	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
1478	Gee	Tricia	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
198	Green	Teresa	Laguna	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to to prepare for Kindergarten orientation. Budget #0130418109-1101	7/29/19-8/01/19
1478	Halstead	Kim	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
116	Hammel	Patricia	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
203	Haynes	Monica	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
144	Kean	Whitney	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in leadership team meeting. Budget #0130212101-1101	8/6/19
202	Kim	Stella	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
1478	Kim	Rebekah	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
1478	Kim	Sejin	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
144	Kitley	Susan	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in leadership team meeting. Budget #0130212101-1101	8/6/19
116	Lee	Sarah	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
251	Lee	Jason	Beechwood	Counselor	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to work middle school orientation. Budget #0130411109-1101	8/06/19-8/07/19
142	Licona	Shalimar	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to participate in interviews and demo lessons. Budget #0130225101-1101	7/30/19
141	Licona	Shalimar	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in interviews and demo lessons. Budget #0130225101-1101	7/29/19
262	Ling	Philip	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE forty (40) hours for certificated employee to work during summer. Budget #0140955107-1101	6/10/19-8/7/19
262	Mankiewicz	Matt	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE forty (40) hours for certificated employee to work during summer. Budget #0140955107-1101	6/10/19-8/7/19
295	Mankiewicz	Matthew	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee to work on Pathfinder. Budget #0140955107-1101	7/01/19-8/01/19
202	Mizuno	Nancy	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
116	Montoya	Kristin	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
1478	Moorhatch	Pauline	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee curriculum planning. Budget #0130223101-1101	6/03/19-8/02/19
116	Nguyen	Lan	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
198	Olsen	Stephanie	Laguna	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to to prepare for Kindergarten orientation. Budget #0130418109-1101	7/29/19-8/01/19
284	Riesch	Melanie	IIS	Teacher	Extra Hours	Approve contracted hourly rate NTE sixteen (16) hours for certificated employee to participateat Empowered Learning Overlays at Lake Arrowhead. Budget #0140955229-1101	7/29/19-7/31/19
161	Riesch	Melanie	IIS	Teacher	Extra Hours	Approve contracted hourly rate NTE six and a half (6.5) hours for certificated employee to to participate in IIS New Teacher Orientation. Budget #0140955229-1101	8/05/19-08/06/19
161	Riesch	Melanie	IIS	Teacher	Extra Hours	Approve contracted hourly rate NTE six and a half (6.5) hours for certificated employee to to participate in IIS New Teacher Orientation. Budget #0140955229-1101	8/05/19-08/06/19
116	Robledo	Rebecca	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
203	Ryan	Catherine	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
284	Smith	Nicole	IIS	Teacher	Extra Hours	Approve contracted hourly rate NTE sixteen (16) hours for certificated employee to participate at Empowered Learning Overlays at Lake Arrowhead. Budget #0140955229-1101	7/29/19-7/31/19
202	Smith	Susan	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
198	Smith	Casey	Laguna	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to prepare for Kindergarten orientation. Budget #0130418109-1101	7/29/19-8/01/19
202	Stricker	Matthew	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirteen (13) hours for certificated employee to work at Student Orientation. Budget #0130423109-1101	8/06/19-8/07/19
295	Ungaro	Susan	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee to work on Pathfinder. Budget #0140955107-1101	7/01/19-8/01/19
262	Ungaro	Susan	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE forty (40) hours for certificated employee to work during summer. Budget #0140955107-1101	6/10/19-8/7/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
208	Wingfield	Linda	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee for proctoring and grading Algebra Placement Tests. Budget #0130223101-1101	7/24/19
116	Wise	Tepmora	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend leadership meeting. Budget #0130217101-1101	8/6/19
170	Yolla	Gabriella	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to attend IEP. Budget #0130225101-1101	8/7/19
144	Zoellner	Elizabeth	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in leadership team meeting. Budget #0130212101-1101	8/6/19
88	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to assist with TB assessments. Budget #0130217101-1101	8/5/19
115	Byun	Christine	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
88	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to assist with TB assessments. Budget #0130217101-1101	8/5/19
115	Felix	Helne	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
115	Hoa	James	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
88	Jordan	Monica	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to assist with TB assessments. Budget #0130217101-1101	8/5/19
115	Leyva	Stormy	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
115	Martinez	Anthony	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
115	Park	Stephani	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
115	Patinella	Erin	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
88	Rader	Nancy	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to assist with TB assessments. Budget #0130217101-1101	8/5/19
115	Rovira	Jennifer	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
115	Schuett-Maloney	Jennifer	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
88	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to assist with TB assessments. Budget #0130217101-1101	8/5/19
115	Wise	Tepmora	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to meet for PBIS. Budget #0130417109-1101	7/29/19
301	Ellison	Elizabeth	Fisler	Teacher	Extra Period	Approve contracted hourly rate for certificated employee to teach during her prep period. Budget #0110030101-1100	8/12/19-05/29/20
302	Friesen	Dale	Fisler	Teacher	Extra Period	Approve contracted hourly rate for certificated employee to teach during his prep period. Budget #0110030101-1100	08/12/19-12/13/19
	Anderson	Ryan	Certificated Personnel	Substitute Teacher	New Hire		8/27/19
	Basurto	Karla	Certificated Personnel	Substitute Teacher	New Hire		8/27/19
169	Borders	Elizabeth	Student Support	Psychologist	New Hire	Class I, Step A	8/8/19
	Brown	Kevin	Certificated Personnel	Teacher	New Hire	Column IV, Step I	9/9/19
	Clifton	Sarah	Certificated Personnel	Substitute Teacher	New Hire		8/23/19
	Copeland	Renee	Certificated Personnel	Substitute Teacher	New Hire		8/22/19
	Hari	Joseph	Certificated Personnel	Substitute Teacher	New Hire		8/26/19
	Hong	Chelsea	Certificated Personnel	Substitute Teacher	New Hire		8/27/19
	Jackson-Gor	Rachelle	Certificated Personnel	Substitute Teacher	New Hire		8/23/19
	Juarez	Erika	Certificated Personnel	Substitute Teacher	New Hire		8/27/19
118	Kim	Estelle	IIS	Focus Teacher	New Hire	Class I, Step 1	8/21/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Kim	Sue Jin	Acacia	Focus Teacher	New Hire	Class I, Step 1	10/21/19
	Kim	Jennifer	Certificated Personnel	Substitute Teacher	New Hire		8/29/19
	Kleidon	Cortnee	Certificated Personnel	Substitute Teacher	New Hire		8/22/19
	La	Sena	Certificated Personnel	Substitute Teacher	New Hire		8/26/19
	Maltbie	Kimberlee	Certificated Personnel	Substitute Teacher	New Hire		8/29/19
281	Moreno	Rocio	Parks	Teacher	New Hire	Class II, Step 1	8/26/19
	Nguyen	Thanh	Certificated Personnel	Substitute Teacher	New Hire		8/22/19
	Ortega	Abigail	Certificated Personnel	Substitute Teacher	New Hire		8/22/19
	Park	Rena	Certificated Personnel	Substitute Teacher	New Hire		8/30/19
	Perez-Ou	Mabel	Certificated Personnel	Substitute Teacher	New Hire		8/29/19
	Ramos	Anita	Certificated Personnel	Substitute Teacher	New Hire		8/26/19
	Saltas	Karin	Certificated Personnel	Substitute Teacher	New Hire		8/27/19
	Schaefer	Kelly	Certificated Personnel	Substitute Teacher	New Hire		8/23/19
	Sellarole	Jennifer	Certificated Personnel	Substitute Teacher	New Hire		8/26/19
	Sethi	Neena	Certificated Personnel	Substitute Teacher	New Hire		8/29/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Son	Danielle	Certificated Personnel	Substitute Teacher	New Hire		8/29/19
	Stoermer	Cora	Certificated Personnel	Substitute Teacher	New Hire		9/30/19
	Wilson	Dennis	Certificated Personnel	Substitute Teacher	New Hire		8/26/19
	Moreno	Rocio	Parks	Teacher	New Hire	Class II, Step 1	8/26/19
	Gaer	Ruth	Richman	Assistant Principal	Promotion	Class V, Step 1	8/29/19
293	Thill	Nicole	Woodcrest	Teacher	Reassigned	Nicole Thill will be moving from Richman to Woodcrest.	8/29/19
150	Alcaraz	Natalie	Valencia Park Commonwealth	Rtl	Reassigned	Natalie Alcaraz will be the new Rtl Coach working at both Valencia Park and Commonwealth.	9/3/19
159	Toone	Lorena	Acacia	Focus Teacher	Rehire	Class I, Step 1	9/30/19-4/09/20
279	Adams	Haein	Parks	Speech	Stipend	Approve stipend of \$2,500 for certificated employee. This bonus is for Speech Therapists who have changed their status to Permanent. Budget #0114154101-1100	1/31/19
166	Ahn	Isaac	Valencia Park	Teacher	Stipend	Approve stipend of \$120 per day for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19-8/07/19
165	Beijer	Meisje	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Boehm	Caroline	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Bordy	Sandy	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
277	Bradbury	Karen	Beechwood	Focus Teacher	Stipend	Approve stipend of \$400 per month for 10 months for IB. Budget #0109411102-1101	8/12/19-5/29/19
237	Bradbury	Karen	Beechwood	Focus Teacher	Stipend	Approve stipend of \$386.12 for certificated employee to teach dance. Budget #0131655109-1101	9/6/19-5/29/20
165	Cat-Aurelio	Thuy	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Chavez	Claudia	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
166	Chung	Sylvia	Valencia Park	Teacher	Stipend	Approve stipend of \$120 per day for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19-8/07/19
206	Clemente	Paul	Parks	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130423109-1101	7/26/19-8/05/19
279	Frazer	Katie	Sunset	Speech	Stipend	Approve stipend of \$2,500 for certificated employee. This bonus is for Speech Therapists who have changed their status to Permanent. Budget #0114154101-1100	1/31/19
165	Khalili	Arielle	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Klausmeier	Teresa	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
189	Merda	Megan	Laguna Road	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend leadership meeting. Budget #0130218101-1101	8/12/19
165	Mitchell	Megan	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Mortensen	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	O'Toole	Danielle	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Phillips	Carol	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
154	Platon	Angela	Laguna Road	Teacher	Stipend	Approve stipend of \$120 for certificated employee for involuntary classroom move. Budget #0130418109-1101	7/01/19-08/08/19
165	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Ramirez	Paul	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Ramont	Tracy	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Rezvani	Julie	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	San	Mak	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Saul	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Sincire	Dionne	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
166	Sotolongo	Amy	Valencia Park	Teacher	Stipend	Approve stipend of \$120per day for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19-8/07/19
166	Stewart	Kimberly	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
164	TBD		Educational Services	Teacher	Stipend	Approve stipend of\$120 for certificated employee for mentoring Induction teachers. Names to be provided to payroll. Budget #0135555103-1101	8/6/19
129	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend training on Junior Great Books. Maximum of twenty teachers attending. Names will be provided after 8/5/19. Budget #0111555103-1101	8/5/19
165	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
165	Werderman	Emma	Valencia Park	Teacher	Stipend	Approve stipend of \$240 for certificated employee to attend grade level planning and Mindfulness Training. Budget #0121228101-1101	8/01/19 & 8/07/19
282	Cyrus	Samad	Student Support	Speech	Stipend	Approve stipend of \$2,500 for certificated employee. This is the first installment for Speech Therapist to be paid at the end of May. Budget #0114154101-1100	8/7/19-5/29/20
282	Langlas	Breanne	Student Support	Speech	Stipend	Approve stipend of \$2,500 for certificated employee. This is the first installment for Speech Therapist to be paid at the end of May. Budget #0114154101-1100	8/7/19-5/29/20

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on September 10, 2019.

Clerk/Secretary

CONSENT ITEM

DATE: September 10, 2019

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

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

SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT**Gifts: September 10, 2019**

SITE	DONOR	RELATIONSHIP	DESCRIPTION	PURPOSE	AMOUNT
Educational Services	St. Jude Medical Center	Community	Monetary Donation	Move More Eat Healthy Initiative	\$9,200.00
Sunset Lane	Sunset Lane Education Foundation	Community	Monetary Donation	IXL Site License	\$11,380.00
Educational Services	Fullerton Rotary Foundation	Community	Monetary Donation	Materials for Resilient Families Program	\$500.00
Hermosa Drive	Hermosa Drive PTA	Community	Monetary Donation	iPads	\$8,500.00
Acacia	Kroger	Community	Monetary Donation	Materials for Students	\$93.90
Educational Services	Brea Masonic Center - Gateway Lodge #339	Community	Supplies	1,450 Constitution Booklets for 5th grade students	
Ladera Vista	Gabby Kudron	Parent	Monetary Donation	Materials for ceramics class	\$50.00

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C009 THROUGH N22C0011, N22D0065 THROUGH N22D0098, N22E0004 THROUGH N22E0015, N22M0074 THROUGH N22M0128, N22R0015 THROUGH N22R0321, N22S0002 THROUGH N22S0003, N22T0012 THROUGH N22T0014, N22V0032 THROUGH N22V0048, N22X0115 THROUGH N22X0308, N22Y0059 THROUGH N22Y0068, AND N22Z0070 THROUGH N22Z0072 FOR THE 2019/2020 SCHOOL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

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

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/10/2019

FROM 07/25/2019 TO 08/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0009	ORANGE CNTY DEPARTMENT OF EDUC	475.00	475.00	0152757109 5210	Administrative Assistant Instr / Conferences and Meetings
N22C0010	ORANGE CNTY DEPARTMENT OF EDUC	3,000.00	3,000.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
N22C0011	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22D0065	TOBII DYNAVOX LLC	1,791.00	1,791.00	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
N22D0066	EXPLORELEARNING	4,712.00	4,712.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0067	MEX RESTAURANT INC	484.88	484.88	0130417279 4350	LCFF Base Admin Ladera Vista / Materials and Supplies
N22D0068	PBIS REWARDS	985.50	985.50	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22D0069	TEACHERS' CURRICULUM INSTITUTE	3,048.00	3,048.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
N22D0070	WHITE RHINO PROMOTIONAL SOLUTI	1,120.60	1,120.60	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22D0071	KBI AND ASSOCIATES	129.95	129.95	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
N22D0072	PEARSON ASSESSMENT INC	265.00	265.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22D0073	CANELA SOFTWARE	1,508.00	1,508.00	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
N22D0074	CULVER NEWLIN INC	1,010.16	1,010.16	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
N22D0075	IXL MEMBERSHIP SERVICES	15,380.00	15,380.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22D0076	TECHSMART INC	3,500.00	3,500.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0077	CURRICULUM ASSOCIATES LLC	14,824.00	14,824.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22D0078	WE MAIL FOR YOU	808.13	808.13	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0079	PBIS REWARDS	1,363.50	1,363.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0080	NEW MANAGEMENT INC	372.08	372.08	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0081	CULVER NEWLIN INC	445.01	445.01	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0082	NEED4TEES	43.10	43.10	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0083	SPELLINGCITY.COM INC	765.00	765.00	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0084	RENAISSANCE LEARNING INC	3,417.50	3,417.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0085	RENAISSANCE LEARNING INC	10,577.00	10,577.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/10/2019

FROM 07/25/2019 TO 08/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0086	GOPHER SPORT	334.24	334.24	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0087	PBIS REWARDS	1,080.00	1,080.00	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
N22D0088	CAROLINA BIOLOGICAL SUPPLY COM	3,083.81	3,083.81	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22D0089	SIMPLE SOLUTIONS	5,731.48	5,731.48	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
N22D0090	EDUCATION PRODUCTS AND SERVICE	1,101.82	1,101.82	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
N22D0091	ROCHESTER 100 INC	581.85	581.85	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0093	S AND S WORLDWIDE	706.99	706.99	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0094	WALKER ENTERPRISES	298.03	298.03	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
N22D0095	FRECKLE EDUCATION INC	13,050.00	7,494.00 5,556.00	0111610101 4310 0130210101 4310	Donation Instr Acacia / Materials and Supplies Instr LCFF Supplemental Instr Acacia / Materials and Supplies
N22D0096	CDW.G	112.46	112.46	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0097	HEINEMANN PUBLISHING	365.03	365.03	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0098	AMAZON.COM	333.59	333.59	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22E0004	COSGROVE, MARILEE	371.73	371.73	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0005	GRAHAM, JULIE	288.96	288.96	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22E0006	GIVEN, STEPHANIE	100.41	100.41	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0007	CERON, CHARLENE	85.00	85.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22E0008	MCDUGALL, EMILY	275.17	275.17	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr
N22E0009	HUMPHREY, JAIME	582.71	582.71	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0010	GIVEN, STEPHANIE	100.05	100.05	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0011	LEON, ELIZABETH	170.83	170.83	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0012	SEIBERT, SANDRA	60.43	60.43	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0013	UYS, MARY	87.27	87.27	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22E0014	PRADO, CRYSTAL	492.66	492.66	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies

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N22E0015	MCCOMB, YOLANDA	104.22	104.22	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22M0074	ADVANCED TILE RESTORATION	9,996.00	9,996.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0075	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0076	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0077	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0078	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0079	HAUFFE COMPANY INC	8,100.00	8,100.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0080	HAUFFE COMPANY INC	8,100.00	8,100.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0081	ORTCO INC	13,722.00	13,722.00	2567150851 6100	Facilities / Sites and Site Improvements
N22M0082	MOBILE MODULAR PORTABLE	474.12	474.12	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0083	HAUFFE COMPANY INC	31,091.00	31,091.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0084	ARCHITECTURE 9 PLLLP	20,543.00	5,574.54	0153353859 5805	Maintenance Facilities DC / Consultants
			7,480.64	2567150851 5805	Facilities / Consultants
			7,487.82	2567150859 5805	Facilities Improvement Central / Consultants
N22M0085	OMB ELECTRICAL ENGINEERS	1,462.50	482.62	0153353859 5899	Maintenance Facilities DC / Other Expenses
			979.88	2567150851 5899	Facilities / Other Expenses
N22M0086	ANACAL ENGINEERING COMPANY INC	20,700.00	6,900.01	0153353859 5805	Maintenance Facilities DC / Consultants
			6,900.00	2567150851 5805	Facilities / Consultants
			6,899.99	2567150859 5805	Facilities Improvement Central / Consultants
N22M0087	DESIGN WORKS, THE	920.00	306.66	0153353859 5805	Maintenance Facilities DC / Consultants
			306.67	2567150851 5805	Facilities / Consultants
			306.67	2567150859 5805	Facilities Improvement Central / Consultants
N22M0088	KYA SERVICES LLC	9,165.82	9,165.82	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0089	NEW DIMENSIONS GENERAL CONSTRU	12,718.61	12,718.61	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0090	POCOCK DESIGN SOLUTIONS	3,200.00	1,066.67	0153353859 5805	Maintenance Facilities DC / Consultants
			1,066.67	2567150851 5805	Facilities / Consultants

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N22M0090	*** CONTINUED ***				
			1,066.66	2567150859 5805	Facilities Improvement Central / Consultants
N22M0091	GHATAODE BANNON ARCHITECTS LLP	1,815.00	1,815.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0092	QUICKEL PAVING INC.	750.00	750.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0093	WINDOW FILM DEPOT INC	11,040.02	11,040.02	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0094	ARCHITECTURE 9 PLLLP	11,505.00	11,505.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0095	DESIGN WORKS, THE	560.00	560.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0096	DESIGN WORKS, THE	4,528.00	4,528.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0097	DESIGN WORKS, THE	950.00	950.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0098	SAXON ENGINEERING SERVICES INC	7,670.00	7,670.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0099	SAXON ENGINEERING SERVICES INC	7,300.00	7,300.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0100	ARCHITECTURE 9 PLLLP	720.00	720.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0101	ARCHITECTURE 9 PLLLP	8,903.75	8,903.75	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0102	ARCHITECTURE 9 PLLLP	15,176.25	15,176.25	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0103	OMB ELECTRICAL ENGINEERS	410.00	410.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0104	DESIGN WORKS, THE	850.00	850.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0105	ARCHITECTURE 9 PLLLP	9,092.73	9,092.73	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0106	ANACAL ENGINEERING COMPANY INC	3,400.00	3,400.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0107	KYA SERVICES LLC	281,457.21	131,457.21	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
			150,000.00	2567115859 6100	Facilities Improvement Golden / Sites and Site
N22M0108	MULCH MASTER	3,052.55	3,052.55	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
N22M0109	AMBIENT ENVIRONMENTAL INC	500.00	500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0110	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0111	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants

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N22M0112	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0113	KYA SERVICES LLC	4,200.00	4,200.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0114	ROTO ROOTER	3,850.00	3,850.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0115	SOUTHERN CALIFORNIA NEWS GROUP	15,084.80	15,084.80	0153353859 5830	Maintenance Facilities DC / Legal Advertising
N22M0116	FLAT AND VERTICAL INC	984.00	984.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0117	EDUCATION PRODUCTS AND SERVICE	8,549.17	8,549.17	1453321859 6200	Deferred Maint Fac Orangethrpe / Buildings and Improve
N22M0118	KYA SERVICES LLC	312,500.00	312,500.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0119	KYA SERVICES LLC	385,000.00	385,000.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0120	ROTO ROOTER	5,225.84	5,225.84	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0121	BAVCO	3,180.00	3,180.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0122	KYA SERVICES LLC	8,400.00	8,400.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0123	NEW DIMENSIONS GENERAL CONSTRU	7,939.77	7,939.77	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0124	IMPERIAL SPRINKLER SUPPLY INC	5,071.05	5,071.05	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0125	MONTGOMERY HARDWARE COMPANY	3,363.11	3,363.11	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0126	AMBIENT ENVIRONMENTAL INC	9,500.00	9,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0127	AMBIENT ENVIRONMENTAL INC	1,800.00	1,800.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0128	AMBIENT ENVIRONMENTAL INC	1,800.00	1,800.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22R0016	NATIONAL ASSOCIATION OF SECOND	385.00	385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0047	RUG-ED PRODUCTS INC	1,034.40	696.30	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
			338.10	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
N22R0220	AMAZON.COM	283.46	283.46	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0221	CHALK SPINNER LLC	399.34	399.34	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0222	AMAZON.COM	449.21	449.21	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0223	FRONTLINE EDUCATION	27,588.28	27,588.28	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services

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N22R0224	THERAPY SHOPPE	247.07	247.07	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0225	THERAPRO	106.98	106.98	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0226	ENABLING DEVICES	472.98	472.98	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0227	WONDER WORKSHOP	484.84	484.84	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0228	HEINEMANN PUBLISHING	1,000.89	1,000.89	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22R0229	RABBIT AIR	1,292.84	258.57	0132952271 4350	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
			517.14	1208555271 4350	Fee Based Childcare Admin / Materials and Supplies Office
			517.13	1231019271 4350	Preschool Administration / Materials and Supplies Office
N22R0230	AEROMARK	15.35	15.35	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0231	SOLID T	589.82	589.82	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22R0232	ESPECIAL NEEDS	464.51	464.51	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0233	APPLE COMPUTER INC	193.94	193.94	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0234	WESTERN PSYCHOLOGICAL SERVICES	701.79	701.79	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0235	GOPHER SPORT	696.58	696.58	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0236	AMAZON.COM	525.51	525.51	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0237	KAPLAN SCHOOL SUPPLY	281.66	281.66	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0238	LAKESHORE LEARNING	426.39	426.39	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0239	LAKESHORE LEARNING	1,473.07	1,473.07	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0240	LAKESHORE LEARNING	725.48	725.48	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0241	S&S WORLDWIDE INC	720.55	720.55	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0242	S&S WORLDWIDE INC	711.80	711.80	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0243	DEELITE DISTRIBUTION	84.75	84.75	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
N22R0244	DISCOUNT SCHOOL SUPPLY	791.79	791.79	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0245	SIMPLE SOLUTIONS	6,006.74	6,006.74	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr

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N22R0246	CA COMMISSION ON TEACHER CREDE	1,300.00	1,300.00	0135555223 5310	BTSA Staff Development / Dues and Memberships
N22R0247	CDW.G	159.66	159.66	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplies
N22R0248	AMAZON.COM	378.07	378.07	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0249	DISCOUNT SCHOOL SUPPLY	1,131.16	1,131.16	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0250	S&S WORLDWIDE INC	919.35	919.35	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0251	S&S WORLDWIDE INC	708.67	708.67	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0252	S&S WORLDWIDE INC	1,401.02	1,401.02	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0253	S&S WORLDWIDE INC	34.47	34.47	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0254	LEADERSHIP ASSOCIATES	2,000.00	2,000.00	0152557709 5805	Board Discret / Consultants
N22R0256	S&S WORLDWIDE INC	647.78	647.78	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0257	S&S WORLDWIDE INC	1,773.67	1,773.67	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0258	AMAZON.COM	265.87	265.87	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0259	AMAZON.COM	107.21	107.21	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0260	WINNOW AND GLEAN	1,000.00	1,000.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0261	MUSIC AND ARTS CENTER	1,480.57	1,480.57	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0262	SENSORY UNIVERSITY INC	33.69	33.69	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0263	AMAZON.COM	70.04	70.04	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R0264	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0265	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0266	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0267	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0268	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0269	ALUMET SUPPLY	734.86	734.86	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
N22R0270	AMAZON.COM	6,422.76	6,422.76	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies

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N22R0271	AMAZON.COM	1,615.28	1,615.28	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0272	SOUTHWEST SCHOOL AND OFFICE SU	453.20	453.20	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0273	CARESOLACE.ORG	13,000.00	13,000.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R0274	TRUE NORTH RESEARCH INC	27,450.00	27,450.00	0152950729 5805	Districtwide Expenditures / Consultants
N22R0275	HEINEMANN PUBLISHING	883.13	883.13	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22R0276	AEROMARK	27.47	27.47	0153050799 4350	Business Administration DC / Materials and Supplies
N22R0277	SOCIETY FOR HUMAN RESOURCE MAN	209.00	209.00	8152451741 5310	Property and Liability / Dues and Memberships
N22R0278	FASTSIGNS 67401	881.40	881.40	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R0279	AMAZON.COM	172.36	172.36	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0280	LAREW PAPER SOURCE	125.00	125.00	0153150759 5899	Warehouse DC / Other Expenses
N22R0281	CULVER NEWLIN INC	4,759.75	4,759.75	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0282	ILLUMINATE EDUCATION INC	74,155.50	74,155.50	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0283	AMAZON.COM	138.37	138.37	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0284	EDUCATIONAL TESTING SERVICE	1,302.05	1,302.05	0150855359 5810	District Testing / Data Processing Services
N22R0285	PEARSON ASSESSMENT INC	1,172.59	1,172.59	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0287	CULVER NEWLIN INC	453.09	453.09	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0288	MOMENTUM IN TEACHING LLC	3,100.00	3,100.00	0130210101 5805	LCFF Supplemental Instr Acacia / Consultants
N22R0289	ASCD	196.38	196.38	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0290	AMAZON.COM	794.46	794.46	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0291	FINE MOTOR BOOT CAMP LLC	2,464.80	2,464.80	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0292	APPLE COMPUTER INC	654.35	654.35	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0293	AMAZON.COM	5,730.56	5,730.56	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0294	ART SUPPLY WAREHOUSE	12,856.82	12,856.82	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0295	AMAZON.COM	57.29	57.29	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

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N22R0296	AMAZON.COM	284.96	284.96	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0297	AMAZON.COM	377.73	377.73	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22R0298	AMAZON.COM	121.27	121.27	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0299	SAN JOAQUIN CNTY OFFICE OF EDU	1,936.35	968.18	0152151749 5890	Personnel Serv Certificated DC / Advertising for
			968.17	0152258749 5890	Personnel Commission Discret / Advertising for
N22R0300	CRISIS PREVENTION INSTITUTE IN	150.00	150.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R0301	CRISIS PREVENTION INSTITUTE IN	2,231.36	2,231.36	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R0302	BEHAVIORAL HEALTH WORKS INC	10,000.00	10,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22R0303	OCEAN INSTITUTE	2,610.00	2,610.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0304	COMPUTER LOGIC GROUP INC	1,876.48	1,876.48	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
N22R0305	PALOS SPORTS	11,963.79	11,963.79	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0306	AMAZON.COM	15.28	15.28	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0307	VISTA HIGHER LEARNING INC	14,014.55	14,014.55	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22R0308	SUPPLY MASTER	342.65	342.65	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
N22R0309	AMAZON.COM	203.75	203.75	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0310	AMAZON.COM	75.81	75.81	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0311	PRESSAVVY INC.	9,544.74	9,544.74	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0312	TEACHER SYNERGY LLC	264.74	264.74	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0313	APPLE COMPUTER INC	85.12	85.12	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0314	AEROMARK	37.60	37.60	0151055339 4310	Child Welfare and AttendanceDC / Materials and Supplies
N22R0315	AMAZON.COM	649.86	649.86	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
N22R0316	AMAZON.COM	290.87	290.87	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0317	TURNING TECHNOLOGIES LLC	49.99	49.99	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
N22R0318	AMAZON.COM	24.56	24.56	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr

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N22R0319	FASTSIGNS 67401	1,393.96	1,393.96	8152451741 4363	Property and Liability / Materials and Supplies Repairs
N22R0320	FASTSIGNS 67401	662.88	662.88	8152451741 4363	Property and Liability / Materials and Supplies Repairs
N22R0321	NEW MANAGEMENT INC	2,214.68	2,214.68	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22S0002	NORTH ORANGE COUNTY COMMUNITY	1,154.00	1,154.00	0100000000 9320	Unrestricted / Stores
N22S0003	SUPPLY MASTER	523.66	523.66	0100000000 9320	Unrestricted / Stores
N22T0012	SUPPLY MASTER	67.10	67.10	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0013	CULVER NEWLIN INC	690.68	690.68	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0014	A-Z BUS SALES	2,322.70	2,322.70	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0032	CULVER NEWLIN INC	51,652.77	23,207.90 28,444.87	2568150859 4310 2568150859 6410	Amerige Hts New Dev Facilities / Materials and Supplies Amerige Hts New Dev Facilities / New Equip Less Than
N22V0033	CDW.G	631.26	112.46 518.80	0140155239 4350 0140155239 6410	Curriculum Development Discret / Materials and Supplies Curriculum Development Discret / New Equip Less Than
N22V0034	GRAINGER INC, WW	2,428.80	2,428.80	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0035	SCHOOL NURSE SUPPLY INC	1,131.38	1,131.38	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0036	AMERICAN MODULAR SYSTEMS INC	298,916.00	99,638.66 99,638.67 99,638.67	0153353859 6200 2567150851 6200 2567150859 6200	Maintenance Facilities DC / Buildings and Improve of Facilities / Buildings and Improve of Build Facilities Improvement Central / Buildings and Improve of
N22V0037	AMERICAN MODULAR SYSTEMS INC	431,449.00	431,449.00	2568150859 6200	Amerige Hts New Dev Facilities / Buildings and Improve of
N22V0038	CDW.G	691.82	691.82	0153750799 6410	Business Administration DC / New Equip Less Than
N22V0039	B AND H PHOTO VIDEO INC	1,684.25	1,157.33 526.92	0140955249 4350 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / New Equip Less Than
N22V0040	PLUMBING AND INDUSTRIAL SUPPLY	4,114.78	4,114.78	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0041	B AND H PHOTO VIDEO INC	685.31	685.31	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0042	APPLE COMPUTER INC	3,002.22	3,002.22	0153750799 6410	Business Administration DC / New Equip Less Than
N22V0043	BRAVADO OUDOOR PRODUCTS LLC	11,929.16	948.20	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr

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N22V0043	*** CONTINUED ***				
			10,980.96	0111625101 6410	Donation Instruction Richman / New Equip Less Than
N22V0044	CDW.G	1,472.36	1,472.36	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
N22V0045	CULVER NEWLIN INC	699.89	59.53	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
			640.36	0153750109 6410	Business Admin Instruction / New Equip Less Than
N22V0046	APPLE COMPUTER INC	692.44	176.32	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
			516.12	1234052101 6410	Qty Rating Impr Sys Instr / New Equip Less Than \$10,000
N22V0047	CDW.G	983.84	983.84	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22V0048	CDW.G	871.38	112.46	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			758.92	0130424109 6410	LCFF Base Instruction Raymond / New Equip Less Than
N22X0115	AARDVARK CLAY AND SUPPLIES	3,000.00	3,000.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22X0206	CELL BUSINESS EQUIPMENT	181,650.00	400.00	0111555213 5640	Gifted Talented Ed Supervision / Repairs by Vendors
			4,500.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			5,400.00	0121222101 5640	Title I Pacific Drive Instr / Repairs by Vendors
			2,400.00	0121228101 5640	Title I Valencia Park / Repairs by Vendors
			5,000.00	0130219101 5640	LCFF Supplemental Instr Maple / Repairs by Vendors
			3,000.00	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
			1,800.00	0130222101 5640	LCFF Suppl Instr Pacific Drive / Repairs by Vendors
			3,000.00	0130224101 5640	LCFF Suppl Instr Raymond / Repairs by Vendors
			5,600.00	0130228101 5640	LCFF Suppl Instr Valencia Park / Repairs by Vendors
			1,450.00	0130230101 5640	LCFF Supplemental Instr Fisler / Repairs by Vendors
			8,500.00	0130410109 5640	LCFF Base Instr Acacia / Repairs by Vendors
			5,500.00	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			4,500.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			5,000.00	0130413109 5640	LCFF Base Instruction Fern Dr / Repairs by Vendors
			7,000.00	0130415109 5640	LCFF Base Instr Golden Hill / Repairs by Vendors
			6,000.00	0130416109 5640	LCFF Base Instr Hermosa Drive / Repairs by Vendors
			13,000.00	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
			9,000.00	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors

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N22X0206	*** CONTINUED ***				
			6,000.00	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			600.00	0130420279 5640	LCFF Base Admin Nicolas / Repairs by Vendors
			9,200.00	0130423109 5640	LCFF Base Instruction Parks / Repairs by Vendors
			3,000.00	0130424109 5640	LCFF Base Instruction Raymond / Repairs by Vendors
			9,800.00	0130425109 5640	LCFF Base Instruction Richman / Repairs by Vendors
			8,500.00	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			12,000.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			7,000.00	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			7,600.00	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			200.00	0131655279 5640	Visual Performing Arts Adm Dis / Repairs by Vendors
			200.00	0132952101 5640	AfrSchlEdSfty Cohort 6 Instr / Repairs by Vendors
			400.00	0135555223 5640	BTSA Staff Development / Repairs by Vendors
			500.00	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			7,500.00	0142054201 5640	Special Ed Administration / Repairs by Vendors
			500.00	0150855359 5640	District Testing / Repairs by Vendors
			3,000.00	0152055779 5640	Education Services Discret / Repairs by Vendors
			2,000.00	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
			200.00	0152258749 5640	Personnel Commission Discret / Repairs by Vendors
			300.00	0152657719 5640	Superintendent Discret / Repairs by Vendors
			3,000.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			200.00	0153150759 5640	Warehouse DC / Repairs by Vendors
			500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			3,000.00	0160690371 5640	Food Services / Repairs by Vendors
			3,000.00	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
			1,400.00	8152451741 5640	Property and Liability / Repairs by Vendors
N22X0207	ADVANTAGE COMMUNICATIONS INC	240,000.00	240,000.00	0130252101 5805	LCFF Suppl Instr District / Consultants
N22X0208	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	5,000.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
			5,000.00	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
N22X0209	COSTCO WHOLESALE	1,100.00	1,100.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst

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N22X0210	MARZANO RESEARCH LABORATORY	96,000.00	96,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22X0211	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0212	COSTCO WHOLESALE	2,000.00	2,000.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
N22X0213	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
N22X0214	STAPLES 0025724519	250.00	250.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
N22X0215	KOMATSU FORKLIFT USA LLC	2,000.00	2,000.00	0153150759 4363	Warehouse DC / Materials and Supplies Repairs
N22X0216	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
N22X0217	PLETKA, ROBERT	14,400.00	14,400.00	0152657719 5899	Superintendent Discret / Other Expenses
N22X0218	PLETKA, ROBERT	1,800.00	1,800.00	0152657719 5900	Superintendent Discret / Communications
N22X0219	VERIZON WIRELESS	3,300.00	3,300.00	0152557709 5900	Board Discret / Communications
N22X0220	VERIZON WIRELESS	1,500.00	1,500.00	0152657719 5900	Superintendent Discret / Communications
N22X0221	VERIZON WIRELESS	3,300.00	3,300.00	0153150759 5900	Warehouse DC / Communications
N22X0222	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	1208555271 4350	Fee Based Childcare Admin / Materials and Supplies Office
N22X0223	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	1231019271 4350	Preschool Administration / Materials and Supplies Office
N22X0224	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	0132952271 4350	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
N22X0225	ABRAHAMSON, GAIL	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0226	ADAMSON, GREG	21,000.00	21,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0227	ANDERSON, VERONICA	21,450.00	21,450.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0228	ARMSTRONG, NEDA MAE	1,250.00	1,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0229	AYEH, KATHY	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0230	BANDA, JESSICA FLORES	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0231	BEDARD, APRIL	13,050.00	13,050.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0232	BB ENTERPRISES INC	10,500.00	10,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0233	BURN, PATRICIA ANN	10,500.00	10,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

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N22X0234	CANSECO DE PEREZ, FE	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0235	CUARA, FIORELLA	9,000.00	9,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0236	OFFICE DEPOT BUSINESS SERVICE	2,500.00	2,500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0237	CUARA, FIORELLA	9,000.00	9,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0238	CUEVAS, ROXANNE	8,750.00	8,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0239	CUSHING, MARGARET A	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0240	DAVIS, CHELSEA KREITLER	15,750.00	15,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0241	DE URRESTI, DEI	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0242	DENTON, MICHELLE LYNN	14,000.00	14,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0243	FLOWERS, SOPHIA	9,450.00	9,450.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0244	GARNER, CHRISTINA L	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0245	GARZA, SAMUEL R.	12,600.00	12,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0246	GIBSON, KYLE ANDREW	3,750.00	3,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0247	GREEN, BRYAN	22,400.00	22,400.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0248	JACOBS, SARAH HOPE	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0249	ORR, THERESA	24,500.00	24,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0250	MANGINO, ASHLEY	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0251	MCFARLAND, SHANNON	15,000.00	15,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0252	PRINCE, KRISTIN	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0253	OFFICE DEPOT BUSINESS SERVICE	1,500.00	1,500.00	1231019271 4350	Preschool Administration / Materials and Supplies Office
N22X0254	OFFICE DEPOT BUSINESS SERVICE	1,000.00	1,000.00	0132952271 4350	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
N22X0255	MARSHALL B KETCHUM UNIVERSITY	3,000.00	3,000.00	0142054201 5828	Special Ed Administration / Settlements
N22X0256	PEPPER MUSIC, J W	1,250.00	1,250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22X0257	PURSLEY, CARRIE LYNN	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

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N22X0258	RYANEN, CYNTHIA	6,750.00	6,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0259	SCHMALFELD, MATTHEW ROBERT	12,500.00	12,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0260	SLONGO, CECILIA	8,750.00	8,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0261	SOULY, WILFRIED G.	5,600.00	5,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0262	TERAN, MARGARET GLASER	5,000.00	5,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0263	VALANTINE, LAUREN HILLARY	8,400.00	8,400.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0264	VASCO, CAROLINA	20,000.00	20,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0265	VENTURA-CRUESS, EMMANUEL	6,750.00	6,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0266	WARD, ELIZABETH	5,200.00	5,200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0267	WILSON, CYNTHIA ANN	16,500.00	16,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0268	YEOMANSON, ALEX	9,800.00	9,800.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0269	ARII, MARIA L	14,300.00	14,300.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0270	HALL, GABRIEL	21,000.00	21,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0271	KOHL, BRIAN	24,000.00	24,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0272	FERRANTE, SUSAN MARIE	13,500.00	13,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0273	PEPPER MUSIC, J W	500.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22X0274	IMPERIAL BAND INSTRUMENTS	1,500.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			1,000.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0275	BELLFLOWER MUSIC CENTER	1,000.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			500.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0276	BELLFLOWER MUSIC CENTER	1,500.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			1,000.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0277	EMSER TILE LLC	750.00	750.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
N22X0278	HOLLANDER GLASS INC	5,000.00	5,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr

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N22X0279	SYNOVIA SOLUTIONS LLC	1,000.00	1,000.00	0153150759 5800	Warehouse DC / Other Contracted Services
N22X0280	YORK INSURANCE SERVICES GROUP	51,000.00	51,000.00	6852458741 5805	Workers Comp Admin / Consultants
N22X0281	VCOWLEY DESIGN	8,676.00	8,676.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0282	FULLERTON, CITY OF	304,137.00	304,137.00	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
N22X0283	WATTS, LAWRENCE J	11,200.00	11,200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0284	ENGLAND, KATHERINE	22,000.00	22,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0285	COSTCO WHOLESALE	1,500.00	1,500.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22X0286	SMART AND FINAL STORES CORPORA	500.00	500.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22X0287	ABRAMSON AUDIOLOGY	5,000.00	5,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0288	BEACON DAY SCHOOL	120,000.00	95,000.00 25,000.00	0171054101 5100 0171054101 5865	Outside Services ICA NPA NPS / Subagreements for Outside Services ICA NPA NPS / Nonpublic School
N22X0289	OLIVE CREST ACADEMY	125,000.00	125,000.00	0150454181 5865	Mental Health Support NPA NPS / Nonpublic School
N22X0290	SPEECH LANGUAGE DEVELOPMENT CE	100,000.00	75,000.00 25,000.00	0171054101 5100 0171054101 5865	Outside Services ICA NPA NPS / Subagreements for Outside Services ICA NPA NPS / Nonpublic School
N22X0291	ALLIED INTERPRETING SERVICES I	20,000.00	20,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0292	TASHA'S TRAINING AND CONSULTIN	5,000.00	5,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0293	PARADIGM HEALTHCARE SERVICES L	125,000.00	125,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
N22X0295	PROVIDENCE SPEECH AND HEARING	10,000.00	10,000.00	0171054101 5865	Outside Services ICA NPA NPS / Nonpublic School
N22X0296	AMERICAN RED CROSS	5,000.00	5,000.00	0151354341 5800	Health Services / Other Contracted Services
N22X0297	SECURE TRANSPORTATION COMPANY	50,000.00	50,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0298	CORNERSTONE THERAPIES	50,000.00	50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0299	CHO, SUNGDAE AND SEUNGHYUN	1,500.00	1,500.00	0142054261 5220	Spec Ed Parent Participation / Mileage
N22X0300	THOMPSON, RYAN AND/OR GRISELDA	200.00	200.00	0142054261 5220	Spec Ed Parent Participation / Mileage
N22X0301	WESTONE LABORATORIES INC	500.00	500.00	0113154101 4310	Low Incidence / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/10/2019

FROM 07/25/2019 TO 08/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0302	MUSIC AND ARTS CENTER	1,500.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			1,000.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0303	WESTED	6,700.00	6,700.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22X0304	CORODATA RECORDS MANAGEMENT	500.00	500.00	0150855359 5800	District Testing / Other Contracted Services
N22X0305	ORANGE CNTY DEPARTMENT OF EDUC	23,000.00	23,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
N22X0306	ORANGE CNTY DEPARTMENT OF EDUC	5,000.00	5,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
N22X0307	ORANGE CNTY DEPARTMENT OF EDUC	179,300.00	179,300.00	0171054921 7142	Excess Costs / Excess Cost to County Office
N22X0308	ORANGE CNTY DEPARTMENT OF EDUC	652,572.67	652,572.67	0171054921 7142	Excess Costs / Excess Cost to County Office
N22Y0059	BREA OLINDA UNIFIED SCHOOL DIS	3,000.00	3,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0060	ANAHEIM CITY SCHOOL DISTRICT	6,000.00	6,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0061	ANAHEIM UNION HIGH SCHOOL DIST	6,000.00	6,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0062	VERIZON WIRELESS	10,260.00	10,260.00	0156556369 5900	Home to Sch Transportation DC / Communications
N22Y0063	PINNACLE PETROLEUM INC	118,000.00	118,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
N22Y0064	IDSC HOLDINGS LLC	800.00	800.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0065	INFORMED K12	2,500.00	2,500.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22Y0066	ABS POWER BRAKE INC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0067	SOUTH COAST BOBCAT	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0068	KAESER COMPRESSORS INC	1,250.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			750.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Z0070	VERIZON WIRELESS	17,000.00	17,000.00	0153353819 5900	Plant Maintenance DC / Communications
N22Z0071	UNITED RENTALS	5,000.00	5,000.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22Z0072	DANGELO COMPANY	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:	4,602,893.77			
	Fund 12 Total:	33,351.40			
	Fund 14 Total:	8,549.17			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/10/2019

FROM 07/25/2019 TO 08/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 25 Total:	926,123.36		
		Fund 68 Total:	51,000.00		
		Fund 81 Total:	6,761.92		
		Total Amount of Purchase Orders:	5,628,679.62		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 09/10/2019

FROM 07/25/2019 TO 08/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0008	FOUNDATION FOR EDUCATIONAL	330.00	+165.00	0140155239 5210	Curriculum Development Discret / Conferences and
N22D0063	EDGEWOOD PRESS INC	610.46	+106.19	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
N22D0064	NATUS MEDICAL INCORPORATED	224.00	-96.00	0151354341 5800	Health Services / Other Contracted Services
N22M0002	COALITION ADEQUATE SCHOOL HOUS	1,069.00	+41.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
N22M0018	AMBIENT ENVIRONMENTAL INC	20,000.00	+11,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
			-2,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0052	CONSTRUCTION TESTING AND ENGIN	5,980.00	+4,520.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0110	CC-PURCHASING	2,921.87	-563.42	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplies
N22R0166	CDW.G	12,500.00	+9,375.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Office
N22R0171	EAGLE COMMUNICATIONS	442.08	+77.58	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0203	ASCD	31.45	+4.18	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22T0006	RADIO ENGINEERING INDUSTRIES I	984.85	+106.58	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22X0174	BIOMETRICS4ALL INC	1,500.00	+1,000.00	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies
	Fund 01 Total:		24,236.11		
	Total Amount of Change Orders:		24,236.11		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/10/2019

FROM 07/25/2019 TO 08/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0255	SCHOLASTIC MAGAZINES	446.88	446.88	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
N22R0286	APPLE COMPUTER INC	160.55	160.55	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22X0294	MARSHALL B KETCHUM UNIVERSITY	2,000.00	2,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
	Fund 01 Total:	2,607.43			
	Total Amount of Purchase Orders:	2,607.43			

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220070 THROUGH 220134 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated July 26, 2019 through August 22, 2019 contains purchase orders numbered 220070 through 220134 for the 2019/2020 school year totaling \$137,297.37. Purchase order number 200117 was voided.

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

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

Funding: Nutrition Services Fund.

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

RC:MB:tg
Attachment

Purchase Orders - Detail

8/23/2019 10:06:26 AM

Fullerton School District

Show all data where the Order Date is between 7/26/2019 and 8/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hubert Company	220104	8/12/2019	8/16/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	EA	1	Storage Box 12 QT #47411	\$20.1900	\$242.28	
12	ea	1	Storage Box Lid #83126	\$5.1900	\$62.28	
1	ea	1	Shipping Charges	\$55.1400	\$55.14	
					Sales Tax:	\$23.61
					P.O. Total:	\$383.31
					Vendor Total:	\$383.31
Le Chef Bakery	220080	8/2/2019	8/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	10001	Bagel, Assrtd #BBGASST-BS-24TS 24/1.5oz./cs	\$9.8000	\$98.00	
10	case	10005	Scone, Assrtd #BRBSCOASST-PET-24TS 24/case	\$10.9200	\$109.20	
1	case	10015	Cookie,Choc Chip, CK20001 140/2oz/case	\$42.1900	\$42.19	
					Sales Tax:	\$0.00
					P.O. Total:	\$249.39
					Vendor Total:	\$249.39
Gold Star Foods Inc.	220071	7/29/2019	8/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
19	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$43.2900	\$822.51	
					Sales Tax:	\$0.00
					P.O. Total:	\$822.51
Gold Star Foods Inc.	220072	7/29/2019	8/6/2019	8/2/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	cs	4341	Dressing, Ranch Light GS#300050 4/1gal	\$36.6000	\$439.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$439.20
Gold Star Foods Inc.	220073	7/29/2019	8/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	4344	Dressing, Italian, Lite GS#201312 4 gal./case	\$28.5300	\$57.06	
					Sales Tax:	\$0.00
					P.O. Total:	\$57.06
Gold Star Foods Inc.	220075	7/30/2019	8/2/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	\$79.4700	\$1,112.58	
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$343.85	
7	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2500	\$323.75	
10	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$43.2400	\$432.40	
18	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$938.70	
10	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$403.20	
40	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$1,565.60	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,120.08
Gold Star Foods Inc.	220076	7/30/2019	8/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	30348	Biscuit, Honey WW 105/cs GS#133905	\$16.7100	\$116.97	

Purchase Orders - Detail

8/23/2019 10:06:26 AM

Fullerton School District

Show all data where the Order Date is between 7/26/2019 and 8/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220076	7/30/2019	8/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
			Sales Tax:			\$0.00
			P.O. Total:			\$116.97
Gold Star Foods Inc.	220077	8/2/2019	8/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	12201	Sunbutter Cup, GS#208125 200/cs		\$66.1300	\$396.78
8	case	12003	Raisins, SunMaid GS#240050 144/cs		\$38.1500	\$305.20
			Sales Tax:			\$0.00
			P.O. Total:			\$701.98
Gold Star Foods Inc.	220078	8/2/2019	9/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	7014	Cracker, Goldfish, Chddr GS#200290 300/case		\$64.6100	\$258.44
2	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$146.7600	\$293.52
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$46.2100	\$184.84
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$253.96
6	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$36.6700	\$220.02
			Sales Tax:			\$0.00
			P.O. Total:			\$1,210.78
Gold Star Foods Inc.	220079	8/2/2019	9/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
22	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$73.4400	\$1,615.68
			Sales Tax:			\$0.00
			P.O. Total:			\$1,615.68
Gold Star Foods Inc.	220085	8/6/2019	8/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	ea	4007	Cumin Ground, Pacific Spice #202036 5#		\$21.0300	\$63.09
			Sales Tax:			\$0.00
			P.O. Total:			\$63.09
Gold Star Foods Inc.	220086	8/6/2019	8/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
			Sales Tax:			\$0.00
			P.O. Total:			\$321.10
Gold Star Foods Inc.	220087	8/6/2019	8/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	3002	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$1,051.20
45	case	3005	Cereal, Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$23.3600	\$1,051.20
5	case	4302	Mustard, GS#201872, Heinz 500/5.5g		\$8.0800	\$40.40
5	case	3011	Cereal, Rice Chex GS#203127 96/case		\$23.3600	\$116.80
6	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$104.82
			Sales Tax:			\$0.00
			P.O. Total:			\$2,364.42
Gold Star Foods Inc.	220088	8/6/2019	8/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
84	cs	1	BOTTLE PURIFIED WATER 24/8oz #209575		\$5.8400	\$490.56
			Sales Tax:			\$0.00
			P.O. Total:			\$490.56

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 7/26/2019 and 8/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220090	8/8/2019	9/10/2019	9/6/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	30220	Chicken Patty, WG GS#141227 104/cs		\$32.3500	\$1,455.75
					Sales Tax:	\$0.00
					P.O. Total:	\$1,455.75
Gold Star Foods Inc.	220092	8/9/2019	8/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
26	cs	1	8 CUT POTATOE WEDGES #401264 6/5lb		\$14.3900	\$374.14
					Sales Tax:	\$0.00
					P.O. Total:	\$374.14
Gold Star Foods Inc.	220093	8/9/2019	9/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	8021	Chips, Tortilla GS#208220 80/cs		\$18.9200	\$264.88
8	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$76.4300	\$611.44
7	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$70.2300	\$491.61
12	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$32.8700	\$394.44
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$253.96
					Sales Tax:	\$0.00
					P.O. Total:	\$2,016.33
Gold Star Foods Inc.	220094	8/9/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$20.8300	\$166.64
6	case	12201	Sunbutter Cup, GS#208125 200/cs		\$66.1300	\$396.78
8	case	12003	Raisins, SunMaid GS#240050 144/cs		\$38.1500	\$305.20
					Sales Tax:	\$0.00
					P.O. Total:	\$868.62
Gold Star Foods Inc.	220095	8/9/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	7014	Cracker, Goldfish, Chddr GS#200290 300/case		\$64.6100	\$258.44
5	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$146.7600	\$733.80
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$46.2100	\$184.84
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$253.96
6	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$36.6700	\$220.02
					Sales Tax:	\$0.00
					P.O. Total:	\$1,651.06
Gold Star Foods Inc.	220096	8/9/2019	9/24/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	8021	Chips, Tortilla GS#208220 80/cs		\$18.9200	\$264.88
8	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$76.4300	\$611.44
7	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$70.2300	\$491.61
12	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$32.8700	\$394.44
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$253.96
5	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$146.7600	\$733.80
					Sales Tax:	\$0.00
					P.O. Total:	\$2,750.13
Gold Star Foods Inc.	220097	8/9/2019	8/23/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
34	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$42.4400	\$1,442.96
59	case	59045	Pizza, PepTony's Glxy 51% WGRnd GS402135 72/4.55oz.		\$38.7000	\$2,283.30
					Sales Tax:	\$0.00
					P.O. Total:	\$3,726.26

Purchase Orders - Detail

Fullerton School District

8/23/2019 10:06:26 AM

Show all data where the Order Date is between 7/26/2019 and 8/22/2019

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		220098	8/9/2019	8/23/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
28	cs	1	8 CUT POTATOE WEDGES #401264		\$21.9900	\$615.72	
						Sales Tax:	\$0.00
						P.O. Total:	\$615.72
Gold Star Foods Inc.		220099	8/12/2019	8/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
6	case	59044	Pizza, Cheese IW GS#403232 Tony's 72/case		\$41.6200	\$249.72	
8	case	30015	CornDog, Chkn WGJumbo IW(D.Lee)GS#134372 72/cs		\$37.5300	\$300.24	
4	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$110.56	
20	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$9.7600	\$195.20	
						Sales Tax:	\$0.00
						P.O. Total:	\$855.72
Gold Star Foods Inc.		220101	8/12/2019	8/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
4	case	4309	Sauce, Hoisin 4/5lb GS#239144		\$41.8900	\$167.56	
						Sales Tax:	\$0.00
						P.O. Total:	\$167.56
Gold Star Foods Inc.		220106	8/12/2019	8/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
61	case	56506	Mac & Cheese RF, WG, GS#401923/ 463277 6/5#bg/case		\$45.8400	\$2,796.24	
16	case	30326	Breadstick, Garlic GS#134819 320/case		\$35.4700	\$567.52	
51	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs		\$62.9000	\$3,207.90	
23	case	56705	Chicken, MndrnOrnge, GS#403631 6/5# case Lings		\$115.3800	\$2,653.74	
22	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$29.1700	\$641.74	
58	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$36.8400	\$2,136.72	
14	case	4243	Sauce, Marinara, 250/1oz cup GS#401764		\$26.1500	\$366.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$12,369.96
Gold Star Foods Inc.		220107	8/12/2019	9/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
29	case	55104	Eggstravaganza, GS#406340 Bacon, 160/cs 4/5lb		\$44.1100	\$1,279.19	
68	case	30334	Pancake, WG, Bulk GS#102802 12/12ct		\$0.0000	\$0.00	
85	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$11.0700	\$940.95	
39	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$39.6500	\$1,546.35	
55	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$38.0200	\$2,091.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$5,857.59
Gold Star Foods Inc.		220108	8/12/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
60	case	59045	Pizza, PepTony's Glxy 51% WGRnd GS402135 72/4.55oz.		\$38.7000	\$2,322.00	
6	case	7030	Cracker, Chelte Bear Grhm GS#203017/402001 19#/cs		\$46.7400	\$280.44	
22	case	8006	Shell Taco, 6" GS#203043 200ct		\$25.4700	\$560.34	
10	case	20025	Potato Pearls, Basic American, 6/3.5#, GS#400184		\$41.8600	\$418.60	
70	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case		\$26.7200	\$1,870.40	
65	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$33.9300	\$2,205.45	
						Sales Tax:	\$0.00
						P.O. Total:	\$7,657.23
Gold Star Foods Inc.		220109	8/12/2019	9/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
66	case	57018	Cheeseburger, MiniTwns GS#403436/ QCB655 72/4.55oz		\$47.4200	\$3,129.72	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220109	8/12/2019	9/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
46	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$50.3700	\$2,317.02	
98	case	30328	French Toast, Bulk GS#138009 Bakecrafters 143/cs	\$0.0000	\$0.00	
37	case	58001	Sausage, Link, Pork GS#401388 Pierre 250/cs	\$0.0000	\$0.00	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$11.0700	\$608.85	
14	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$46.7400	\$654.36	
Sales Tax:						\$0.00
P.O. Total:						\$6,709.95
Gold Star Foods Inc.	220110	8/12/2019	9/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
41	case	59049	Pull Aparts, IW GS#406666 108/cs	\$54.3900	\$2,229.99	
20	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$26.1500	\$523.00	
63	case	8269	Chips, Tortilla GS#208220 80/case	\$18.9200	\$1,191.96	
72	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$26.7200	\$1,923.84	
Sales Tax:						\$0.00
P.O. Total:						\$5,868.79
Gold Star Foods Inc.	220113	8/14/2019	9/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	bag	30306	Baking Powder, 60oz. GS#210101	\$8.2100	\$8.21	
1	case	4458	Milk, NF Dry GS#203340 6/5#	\$0.0000	\$0.00	
2	case	4428	Sprinkles 4/6 lb GS#208330	\$56.3200	\$112.64	
14	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$16.1500	\$226.10	
4	case	4501	Oil, Vegetable 6/1gal. GS#239382	\$50.3000	\$201.20	
3	case	55119	Egg, Liquid Whole Frzn GS#403708 6/5#	\$26.1800	\$78.54	
1	bag	4451	Sugar, Brown 25lb GS#210294	\$19.5900	\$19.59	
Sales Tax:						\$0.00
P.O. Total:						\$646.28
Gold Star Foods Inc.	220114	8/14/2019	8/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	sack	4425	Flour, Wheat, All Purpose 25 lb. GS#100894	\$10.2500	\$51.25	
3	sack	4421	Flour, White Whole Wheat, 50lb GS#209388	\$16.6700	\$50.01	
6	case	4307	Sauce, Soy, LS, 6-1/2 gal. GS#203778	\$49.7500	\$298.50	
1	case	4411	Vinegar, Rice 4/1gal./cs GS#203787	\$30.1400	\$30.14	
Sales Tax:						\$0.00
P.O. Total:						\$429.90
Gold Star Foods Inc.	220116	8/15/2019	8/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
180	CS	1	BOTTLED WATER #209575 24/8OZ PURELIFE	\$4.7800	\$860.40	
Sales Tax:						\$0.00
P.O. Total:						\$860.40
Gold Star Foods Inc.	220118	8/15/2019	8/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz	\$34.0000	\$816.00	
45	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,051.20	
27	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$23.3600	\$630.72	
3	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$70.08	
10	case	59521	Quesadilla, TwiceGrilld, GS#402045/36200 100/4.11oz	\$66.9600	\$669.60	
Sales Tax:						\$0.00
P.O. Total:						\$3,237.60

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Gold Star Foods Inc.	220123	8/16/2019	8/20/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	case	30324	Crouton, WG Chs GS#203332 Garlic IW 250/0.5oz.		\$28.5200	\$57.04	
						Sales Tax:	\$0.00
						P.O. Total:	\$57.04
Gold Star Foods Inc.	220125	8/16/2019	8/27/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
16	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.		\$37.2000	\$595.20	
						Sales Tax:	\$0.00
						P.O. Total:	\$595.20
Gold Star Foods Inc.	220126	8/16/2019	9/3/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
50	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$58.5500	\$2,927.50	
8	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.		\$60.0600	\$480.48	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,407.98
Gold Star Foods Inc.	220127	8/16/2019	9/3/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	4427	Tahini Paste 12/16oz GS#203368		\$49.4600	\$494.60	
1	ea	4007	Cumin Ground, Pacific Spice #202036 5#		\$21.0300	\$21.03	
1	case	4319	Dressing, Caesar Lite GS#300062 Ken's 4/1gal./cs		\$54.3800	\$54.38	
1	cs	4341	Dressing, Ranch Light GS#300050 4/1gal		\$36.6000	\$36.60	
						Sales Tax:	\$0.00
						P.O. Total:	\$606.61
Gold Star Foods Inc.	220129	8/16/2019	9/3/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
12	BG	1	Cookie Crumb Oreo #239740 2.5 lb		\$16.5000	\$198.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$198.00
Gold Star Foods Inc.	220130	8/16/2019	9/3/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	bg	1	Almonds sliced #239748 2lb		\$14.7200	\$29.44	
1	cs	1	Cheese, parm shredded #303495 6/2lb		\$46.4100	\$46.41	
1	cs	1	Salsa #208240 4 / 1 gl		\$47.8800	\$47.88	
						Sales Tax:	\$0.00
						P.O. Total:	\$123.73
Gold Star Foods Inc.	220131	8/20/2019	9/6/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
90	case	30219	Chicken Patty, Hot&Spicy WG GS#141059 106/cs		\$32.3500	\$2,911.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$2,911.50
Gold Star Foods Inc.	220132	8/20/2019	8/23/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$43.2400	\$432.40	
						Sales Tax:	\$0.00
						P.O. Total:	\$432.40
Gold Star Foods Inc.	220133	8/21/2019	8/27/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670		\$5.4900	\$356.85	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220133	8/21/2019	8/27/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						Sales Tax:	\$0.00
						P.O. Total:	\$356.85
						Vendor Total:	\$80,131.73
P & R Paper Supply Company, Inc.	220074	7/30/2019	8/14/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	81102	Bag Bun pan 10x14 ELK-BOR1014HD 1000/cs	\$13.9000	\$27.80		
40	case	86003	Tray, 5 comp, White Foam MBL-YTH10500 500/cs	\$19.5000	\$780.00		
42	case	82302	Spike Straw Kit(Sporkette)NTR-3608PA 1000/cs	\$10.0000	\$420.00		
18	case	86101	Tray, 8.5x5.5 Regal Plaid Carry CHI-R963CT 500/cs	\$17.5000	\$315.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,542.80
P & R Paper Supply Company, Inc.	220102	8/12/2019	8/21/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	case	82101	Knife,Clear Plstc HeavyDuty #NTR-6871 1000/case	\$14.8500	\$44.55		
10	case	83304	Plates, Clear Plastic 6" WNA OP6240CL 240/case	\$46.4000	\$464.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$508.55
P & R Paper Supply Company, Inc.	220111	8/13/2019	8/14/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS	\$49.8500	\$249.25		
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #NB182	\$21.9400	\$43.88		
						Sales Tax:	\$3.40
						P.O. Total:	\$296.53
P & R Paper Supply Company, Inc.	220122	8/16/2019	8/21/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
12	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs	\$25.3500	\$304.20		
						Sales Tax:	\$23.58
						P.O. Total:	\$327.78
P & R Paper Supply Company, Inc.	220128	8/16/2019	8/21/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	81034	Container,Hoagie Hinge P&R PCA-YCI8-1049 250/cs	\$32.0500	\$64.10		
						Sales Tax:	\$0.00
						P.O. Total:	\$64.10
P & R Paper Supply Company, Inc.	220134	8/21/2019	8/21/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	cs	1	Plate, 8-7/8" Styro GenPak, GPK-80900 500/cs	\$17.9500	\$53.85		
						Sales Tax:	\$0.00
						P.O. Total:	\$53.85
						Vendor Total:	\$2,793.61
Industrial Electric	220103	8/12/2019	8/12/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Industrial Electric	220103	8/12/2019	8/12/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Float Switch Assembly	\$905.0000	\$905.00		
1	ea	1	Labor Charge	\$577.7500	\$577.75		
1	ea	1	Travel Charge	\$139.0000	\$139.00		
1	ea	1	Misc. Charge	\$10.0000	\$10.00		
1	ea	1	Freight Charge	\$107.0000	\$107.00		
					Sales Tax:	\$79.21	
					P.O. Total:	\$1,817.96	
					Vendor Total:	\$1,817.96	
Chefs' Toys	220070	7/26/2019	7/26/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	SLMDFD,SLI	Dispenser, Dry Products Model# 88740	\$403.6500	\$403.65		
1	ea	Inbound Shipp	Inbound Shipping	\$47.3000	\$47.30		
					Sales Tax:	\$34.95	
					P.O. Total:	\$485.90	
					Vendor Total:	\$485.90	
Melody Reynolds	220100	8/12/2019	8/12/2019			5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Walmart Invoice dated 8/7/19	\$27.8300	\$27.83		
					Sales Tax:	\$0.00	
					P.O. Total:	\$27.83	
					Vendor Total:	\$27.83	
Refrigeration Control Company, Inc.	220105	8/12/2019	8/12/2019			5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Service call to repair warehouse freezer	\$300.0000	\$300.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$300.00	
					Vendor Total:	\$300.00	
Maria Teresa Gonzalez	220082	8/6/2019	8/6/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	U.S. Postal Service, Invoice dtd 7/26/19	\$6.8500	\$6.85		
					Sales Tax:	\$0.00	
					P.O. Total:	\$6.85	
Maria Teresa Gonzalez	220115	8/14/2019	8/14/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Costco, Invoice dated 8/14/19	\$7.9900	\$7.99		
					Sales Tax:	\$0.00	
					P.O. Total:	\$7.99	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Maria Teresa Gonzalez	220119	8/15/2019	8/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	CVS Pharmacy, Invoice dated 8/14/19	\$17.8500	\$17.85	
1	lot	1	Starbucks Store, Invoice dated 8/14/19	\$35.9000	\$35.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$53.75
					Vendor Total:	\$68.59
Ener-G Foods, Inc.	220081	8/5/2019	8/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
16	cs	1	Tapioca Hamburger Buns 6/cs	\$21.5520	\$344.83	
8	cs	1	Tapioca Hot Dog Buns 6/cs	\$21.5520	\$172.42	
2	cs	1	Brown Rice Loaf 6/cs	\$26.9520	\$53.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$571.15
					Vendor Total:	\$571.15
Alfredo Serna	220091	8/8/2019	8/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Catering Food - Taco/Salad, Sides	\$500.0000	\$500.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$500.00
					Vendor Total:	\$500.00
Michael Burns	220084	8/6/2019	8/6/2019		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Clarion Hotel, Receipt dated 7/22/19	\$16.0000	\$16.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$16.00
					Vendor Total:	\$16.00
Shannon Illingworth	220083	8/6/2019	8/6/2019		4713	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Clarion Hotel, Receipt dated 7/22/19	\$16.0000	\$16.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$16.00
					Vendor Total:	\$16.00
The Platinum Packaging Group	220112	8/13/2019	10/2/2019		4312	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	roll	87002	Film, 7.25"x5100" Roll	\$172.8900	\$1,728.90	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
The Platinum Packaging Group	220112	8/13/2019	10/2/2019			4312	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$1,728.90
						Vendor Total:	\$1,728.90

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Scott Overhead Doors & Dock Equipment, I	220120	8/16/2019	8/16/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Commercial Grade Roll-Up Doors			\$9,708.0000	\$9,708.00
						Sales Tax:	\$0.00
						P.O. Total:	\$9,708.00
						Vendor Total:	\$9,708.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Pryor Learning Solutions, Inc.	220124	8/16/2019	8/16/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	55341	Evelyn Wood Dynamics			\$499.0000	\$499.00
1	ea	1	With 1 year Access to PYOR +			\$0.0000	\$0.00
						Sales Tax:	\$0.00
						P.O. Total:	\$499.00
						Vendor Total:	\$499.00

GRAND TOTAL \$99,297.37

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 123492 THROUGH 123951 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 123492 through 123951 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$4,235,336.01
12 Child Development	21,012.43
25 Capital Facilities	61,809.32
40 Special Reserve	1,457.50
68 Workers' Compensation	39,272.68
81 Property / Liability Insurance	703,883.58
Total	<u>\$5,062,771.52</u>

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

Funding: The total amount presented for approval is \$5,062,771.52 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 123492 through 123951 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13775 THROUGH 13835 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13775 through 13835 for the 2019/2020 school year.

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

Funding: Total cost not to exceed \$689,043.37, and is to be paid from Nutrition Services Budget.

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

RC:MB:tg

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Lee, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on August 19, 2019.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

RL:jb
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 8/19/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/10/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Rusiewski	Michele L.	Secretary	Extra Summer Work NTE 12 hours through 07/19/2019	7/10/19	55	8.00	316	B21/6
Juarez	Elizabeth	Clerical I/Substitute	Extra Summer Work NTE 248 hours through 08/16/2019	7/8/19	56	8.00	565	B17/1
DeSilva	Thomas G.	Instructional Asst./Reg	Hire Probationary status	8/12/19	25	3.00	212	B11/1
Lara	Edelicia	Clerical Assistant II/BB	Extra Summer Work NTE 8.0 hours through 7/15/2019	7/15/19	25	8.00	302	B20/5
Whittington	Gabrielle D.	Technology, Library and Media Assistant	Extra Summer Work NTE 9.5 hours through 06/07/2019	6/4/19	25	9.50	302	B21/1
Vargas	Raul	Gardener	Working out of class as Grounds Equipment Operator through 7/19/2019	7/9/19	53	8.00	547	B22/6
Hull	Maira I.	Instructional Asst./Reg	Transfer from Woodcrest to Sunset Lane Voluntary reduction of hours from 3.75 to 3.0/day	8/12/19	27	3.00	100	B11/6
Wilson	Cora	Instructional Asst./Reg	Hire Probationary status	8/12/19	27	3.75	100	B11/1
McPhillips	Suzanne M.	Instructional Asst./Reg	Hire Probationary status-Remove Play. Sup. Classification	8/12/19	28	3.75	383	B11/1
Dioron	Chasity J.	Instructional Asst.Reg	Resignation-will not remain as a sub	7/12/19	22	15.00/wk	100	B11/2
Rusiewski	Michelle L.	Visual and Performing Arts Coordinator	Reclassification from Secretary to Visual and Performing Arts Coordinator	7/23/19	55	8.00	316	B30/3
Mendiguren	Yuriko	Instructional Asst./Reg	Hire Probationary Status	8/12/19	15	3.00	100	B11/1
Dominguez Ibarra	Jorge	Playground Supervisor-Sub	Separate	7/18/19	99		100	B11/1
Sambrano	Elizabeth	Instructional Aide/Recreation	Hire substitute status	8/12/19	99		100	
Betonio	Richard B.	Instructional Aide/Recreation Substitute	Hire substitute status	8/12/19	99		100	B11/1
Employee ID	3427		Leave of Absence: CFRA Leave 7/24/19-7/26/19	7/24/19				
Pasaran Gaduno	Gustavo	Instructional Assistant Recreation/Substitute	Resignation will remain as sub	7/30/19	99		100	B11/1
Rueckert	Eloana L.	Instructional Assistant Recreation/Substitute	Resignation will remain as sub	8/6/19	99		100	B11/1
Dorse	Mariah	Instructional Assistant Recreation/Substitute	Resignation will remain as sub	8/6/19	99		100	B11/1
Robles	Cecila R	Instructional Assistant Recreation/Substitute	Resignation will remain as sub	7/26/19	99		100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 8/19/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/10/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Bosse	Monique	Supervisor Child Development Substitute	Resignation will remain as sub	8/2/19	99		100	B11/1
Alonzo	Kathy	State Preschool Service Assistant/BB	Resignation -will not remain as a sub	8/6/19	60	8.00	310	B18/2
Serrano	Guillermina M.	Administrative Secretary	Service Retirement will not remain as sub	7/31/19	50	8.00	537	B34/6
Employee ID	7147		Unpaid leave of Absence 8/12/19-9/6/19 approved by Dr. Hammitt					
Fenner	Linda	Instructional Assistant/SE I	Service Retirement-hire substitute status (eligible to sub after 2/12/20)	8/12/19	22	17.52/wk	122	B14/6
Lastra	Patricia R.	Clerical Assistant II/BB	Transfer from Orangethorpe to Ladera Vista	7/25/19	17	8.00	403	B20/6
Valtierra	Jazmin J.	Payroll Technician II	Hire Probationary Status	8/5/19	50	8.00	305	B24/1
Castanon	Damian D.	Transportation Dispatcher	Hire Probationary Status	8/6/19	56	8.00	565	B27/1
Employee ID	7207		PDL/FMLA Leave 8/6/19-9/11/19					
Culpepper	Jashua	Clerical Assistant II/BB	Hire Probationary Status	8/7/19	21	8.00	403	B20/1
Mata	Alma D.	Social Service Assistant	Increase months from 9.5 to 10.42	7/25/19	55	6.00	224	B17/3
Garcia	Abraham	Social Service Assistant	Increase months from 9.5 to 10.42	7/25/19	55	6.00	224	B17/6
Avila	Cristina	Instructional Assistant/BB	Step increase to 6	8/1/19	20	2.00	224	B14/6
Contreras Barron	Andrea F.	Health Assistant/BB	Step increase to 3	8/1/19	13	3.75	402	B18/3
Cruz	Abby Dee E.	Health Assistant/BB	Step increase to 2	8/1/19	19	3.75	402	B/18/2
Fargon	Krista N.	After School Site Lead	Step increase to 2	8/1/19	22	6.80	329	B18/2
Hernandez	Araceli	Health Assistant/BB	Step increase to 2	8/1/19	28	3.75	402	B18/2
Hill	Maria G.	Payroll Coordinator	Step increase to 2	8/1/19	50	8.00	530	B7/2
Ibarra	Miguel A.	Gardener	Step increase to 2	8/1/19	53	8.00	547	B19/2
Lopez	Andrea D.	Employee Benefits Program Coordinator	Step increase to 6	8/1/19	51	8.00	524	B33/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 8/19/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/10/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Madrigal	Marco A.	Custodian I	Step increase to 5	8/1/19	27	8.00	542	B17/5
Pereyra	Erica M	After School Site Lead	Step increase to 5	8/1/19	15	8.00	085	B18/5
Razo	Rogelio Jr.	Custodian I	Step increase to 3	8/1/19	28	8.00	542	B17/3
Santos	Manuel R.	Bus Driver	Step increase to 4	8/1/19	56	5.08	565	B21/4
Turcios-Miranda	Ana B.	After School Site Lead	Step increase to 5	8/1/19	16	8.00	085	B18/5
Zavala	Mayra	Health Assistant /BB	Step increase to 2	8/1/19	22	3.75	402	B18/2
Bauserman	Shannon E.	School Office Manager	Step increase to 5	8/1/19	18	8.00	403	B25/5
Cervantes	Jessica	Social Service Assistant	Step increase to 4	8/1/19	28	8.00	212	B17/4
Figueroa	Edna	School Office Manager	Step increase to 5	8/1/19	29	8.00	403	B25/5
Mancha	Jose D.	Assistant Dir. of Transportation Services	Longevity increase to 2%	8/1/19	56	8.00	565	B17/3
Employee ID	7386		CFRA leave 8/12/19-8/22/19					
Employee ID	6321		LOA extended (per Dr. Hammitt) until further notice					
Employee ID	975		Medical Leave 8/12/19-8/26/19					
Employee ID	83		Medical Leave 8/12/19-8/28/19					
Employee ID	685		Medical Leave 8/05/19-8/10/19					
Employee ID	871		Medical leave 8/6/19-until furthur notice					
Lee	Yoon Ji	Clerical Assistant II/BB- Korean	Hire Probationary Status	8/9/19	23	8.00	403	B20/1
Employee ID	2697		Medical leave 8/8/19-10/8/19					
Misuela	Josh D.	Instructional Asst./Special Ed. II B	Hire Probationary Status	8/12/19	17	6.00	242	B14/1
Garcia	Celene J	Instructional Asst./Reg	Resignation-will remain as a sub	8/13/19	99		100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Kindstrand	Deborah R.	Food Service Asst. I	Resignation will not remain as a sub	8/12/19	90	5.00	606	B08/6
Parra Aguilar	Lorena	Food Service Asst. I	Resignation will not remain as a sub	8/12/19	90	2.00	606	B08/6
Ramirez	Dyvonne D.	FSA I/Sub	Resignation will not remain as a sub	8/12/19	99		100	B08/1
Fauni	Dionardo	Custodian II	Service Retirement-will not remain as a sub	8/12/19	26	8.00	542	B24/6
Buggs	Michael R. Jr	Custodian I	Hire Probationary Status	8/12/19	53	5.00	542	B17/1
Garcia	Christine	Bus Driver	Hire Probationary Status	8/12/19	56	25 hr/wk	565	B21/1
Employee ID	4660		Medical Leave 8/14/19-8/21/19					
Sanchez	Alejandra	Instructional Asst./Reg	Resignation will not remain as a sub	8/13/19	24	3.75	865	B11/2
Kim	Cathleen	Instructional Asst./Reg	Hire Probationary Status	8/12/19	29	3.75	100	B11/1
Azabache	Samantha D.	Instructional Asst./Reg	Hire Probationary Status	8/12/19	21	15 hrs/wk	383	B11/1
Vasquez	Vanessa	Playground Supervisor	Resignation will not remain as a sub	8/14/19	29	10.42 hrs/wk	304	B11/1
Gutierrez	Denise L.	Buyer	Promotion from Personnel Tech I to Buyer	8/1/19	50	8.00	531	B28/5
Duque	Yasmin	Administrative Secretary	Transfer from Classified to Business Services	8/7/19	50	8.00	537	B/03/3
Adams	Patricia M	Instructional Asst./Recreation	Hire substitute status	8/12/19			100	B11/1
O'Connor	Nina S.	Instructional Assistant/Regular	Hire Probationary Status	8/12/19	30	3.75	100	B11/1
Acosta	Cynthia	Instructional Assistant/Recreation	Hire Probationary Status	8/12/19	24	15.50/wk	100	B11/1
Brandon	Nickolas M	Custodian I	Hire Probationary Status	8/12/19	53	3.75	542	B17/1
Barrios	Marielle R. G	Instructional Assistant/Regular	Hire Probationary Status	8/12/19	25	3.00	212	B11/1
Rangel	Frank	Transporter	Extra Summer Work, 8hrs per day	7/1/19	50	8.00	531	B/20/6
Quinonez	Jeannette	Tech Library & Media Assistant	Extra Summer Work, 10 hours	7/9/19	13	10.00	116	B21/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 8/19/19
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/10/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Avilez	Roxana	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/6
Meza	Mitchell	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/3
Hukel	Cynthia	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/5
Johnson	Cynthia	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/2
Lopez	Noemi	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/6
Santos	Manuel	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/3
Chavira	Frances	Bus Driver	Extra Summer Work, not to exceed 10 hours	7/1/19	56	10.00	565	B21/5
Hernandez	Feliciano	Transporter	Extra Summer Work, 8 hrs per day	7/1/19	50	8.00	531	B/20/6

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

_____ Chairperson

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

_____ Clerk/Secretary

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Helene Morris, Director, Administrative Services

SUBJECT: **ADOPT RESOLUTION #19/20-06 PROCLAIMING OCTOBER 21 - 25, 2019, AS “RED RIBBON WEEK” FOR THE FULLERTON SCHOOL DISTRICT**

Background: “Send a Message. Stay Drug Free” is the theme of this year’s Red Ribbon Week. The choice of a drug-free lifestyle, and respect for the memory of Drug Enforcement Agent, Enrique Camarena, has been at the heart of Red Ribbon Week since its inception in 1986. This year, Red Ribbon Week gives us the opportunity to join the nationwide effort and demonstrate our commitment toward a healthy lifestyle and Drug-Free America.

Students will receive red wristbands from the Orange County Sheriff’s Department. Each school site’s P.T.A. can select and purchase goods to reinforce the message, depending on the P.T.A.’s budgets and level of activities they want to provide. Schools usually calendar a week of Red Ribbon Week events and activities for this celebration. With the importance of this celebration in mind, the Board is asked to declare October 21-25, 2019, as Red Ribbon Week in the Fullerton School District.

Rationale: The “Send a Message. Stay Drug Free” campaign is designed to inspire parents and other family influencers to connect with their children in ways that persuade them not to use drugs.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-06 proclaiming October 21-25, 2019, as “Red Ribbon Week” for the Fullerton School District.

CH:HM:ac
Attachment

Fullerton School District
RESOLUTION #19/20-06
PROCLAIMING OCTOBER 21-25, 2019, AS “RED RIBBON WEEK”
FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, tobacco, alcohol and other substance abuse continue to put lives at risk both in California and throughout the United States; and,

WHEREAS, Californians for Drug-Free Youth, Inc., sponsored the first statewide Red Ribbon Campaign in 1986, and the National Family Partnership (formerly known as National Federation of Parents for Drug-Free Youth, Inc.) sponsored the first nationwide campaign in 1988, with the Red Ribbon symbolizing commitment to a healthy, drug-free lifestyle – no use of any illegal drug and no illegal use of tobacco, alcohol or any other legal drug – and with the goal of the Red Ribbon Celebration being to present a unified and visible commitment toward the creation of a Drug-Free America; and,

WHEREAS, the theme of the Red Ribbon Celebration is “Send a Message. Stay Drug Free”, promoting a strong personal commitment to a drug-free lifestyle; and,

WHEREAS, the Red Ribbon Celebration will be observed by Fullerton School District during Red Ribbon Week, October 21-25, 2019; and,

WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week-long celebration; and,

WHEREAS, the Fullerton School District further commits resources to ensure the success of the Red Ribbon Celebration and year-round tobacco, alcohol and other substance abuse prevention efforts.

NOW THEREFORE, BE IT RESOLVED that the Fullerton School District Board of Trustees does hereby support October 21-25, 2019, as Red Ribbon Week and encourages all schools to participate in tobacco, alcohol and other substance abuse prevention activities, making a visible statement and commitment to healthy, drug-free communities.

Date

Janny Meyer, Board President
Fullerton School District

CONSENT ITEM

DATE: September 10, 2019

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

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

SUBJECT: **APPROVE OUT-OF-STATE TRAVEL FOR JEREMY DAVIS, SAM RICCHIO, MIKE MCADAM, AND HILDA SUGARMAN TO ATTEND THE CONSUMER ELECTRONICS SHOW (CES) CONFERENCE IN LAS VEGAS, NEVADA ON JANUARY 7-10, 2020**

Background: The Consumer Electronics Show (CES) is the largest collection of innovation and innovators in the world. Over 200,000 people attended last year and more are expected this year. It is the place to see and experience what's new in technology, innovation, digital and social media, and industry.

This event is a unique opportunity to see these new innovations/technologies and talk directly with the CEO's, programmers, and developers that create them.

The Fullerton School District (FSD) has utilized this conference as major partnerships and has purchased equipment being used currently in our schools. It also allows FSD to make direct connections in terms of purchasing and pricing. Ultimately this provides FSD with information and contacts that enable us to remain at the forefront of innovation for our students.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Total cost not to exceed \$20,000. This will be paid through the departments' budgets: Educational Services, Innovation and Instructional Support, Business Services, and Superintendent's Office.

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

JD:rr

CONSENT ITEM

DATE: September 10, 2019

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

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

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

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION, TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT PACIFIC DRIVE SCHOOL EFFECTIVE OCTOBER 4, 2019 THROUGH DECEMBER 6, 2019

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

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

Funding: Total cost not to exceed \$3,990 and is to be paid from site Title I budget (#212).

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

JL:KSC:nm
Attachment



Parent Education Bridge for Student Achievement Foundation

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

IRS Tax Identification: **300603052**

"Where Innovation Meets Parent Education"

SERVICE QUOTE

Technology Academy for Parents Part II 08/20/2019

This agreement is entered between **Parent Education Bridge for Student Achievement Foundation (PEBSAF.ORG)**, and Pacific Drive Elementary located at 1501 W Valencia Dr, Fullerton, CA 92833, USA.

Description of service to be rendered:

*Parent Education Bridge for Student Achievement Foundation will present **10 Computer Digital Skills sessions in Spanish** for a total fee-for-service of **\$ 3,990.⁰⁰**.*

- Each session will last 2 hours with a break. One qualified instructor and one assistant will teach the class.
- PEBSAF will assist the school in promoting and inviting (**outreach**) parents to the training sessions.
- PEBSAF will provide instructional material/documentation. (Available in English and Spanish.)
- PEBSAF will provide refreshments during graduation.
- PEBSAF will provide each parent with a certificate upon completing the training sessions.
- School will provide translation services, if necessary.
- School will provide computers for parents to use, Internet connectivity and a printer.
- ***School will provide a Purchase Order or Board approved documentation prior to the first workshop to be presented.***

Service Requested by: Ms. Kelly Castillo, School Principal



Parent Education Bridge for Student Achievement Foundation

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

IRS Tax Identification: **300603052**

"Where Innovation Meets Parent Education"

Pacific Drive Elementary: 1501 W Valencia Dr, Fullerton, CA 92833, USA

Service Requested by: Ms. Kelly Castillo, School Principal

	<i>Technology Academy for Parents</i>	Date	Time
1	Practical use of the internet to help your child succeed in school	10/4/2019	8:30 A.M. - 10:30 A.M.
2	Cyber-safety and the good use of the internet	10/11/2019	8:30 A.M. - 10:30 A.M.
3	Understanding social media and the impact on the children	10/18/2019	8:30 A.M. - 10:30 A.M.
4	Google translate and Google Docs: A communication tool for English Learners	10/25/2019	8:30 A.M. - 10:30 A.M.
5	Communicating via email with teachers and school personnel	11/1/2019	8:30 A.M. - 10:30 A.M.
6	Google Calendar: Prioritize homework and projects	11/8/2019	8:30 A.M. - 10:30 A.M.
7	Google Docs: Creating a resumé	11/15/2019	8:30 A.M. - 10:30 A.M.
8	Research class project: How to prepare get a better job	11/22/2019	8:30 A.M. - 10:30 A.M.
9	Research: GED, interviewing techniques, dress for success	11/29/2019	8:30 A.M. - 10:30 A.M.
10	Presentation of class project by parents Graduation	12/6/2019	8:30 A.M. - 10:30 A.M.

Authorized School Signature: _____

Date: _____

CONSENT ITEM

DATE: September 10, 2019

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

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

SUBJECT: APPROVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND MARCIA BRENNER ASSOCIATES FOR THE 2019/2020 SCHOOL YEAR

Background: Marcia Brenner Associates (MBA) creates additional plug-ins that are available for PowerSchool users such as custom alerts, online report cards, medication tracking, hosting and support services. For over 30 years they have provided implementation, training, support, and custom programming services to K-12 districts throughout the world.

Rationale: The Alert Creator from MBA is an all-in-one time saving tool that allows system administrators to create custom student alerts entirely within PowerSchool. We would be able to create custom alerts for students with nut allergies, bee allergies, an epipen on file, an Individualized Educational Program, parents who have denied photo release, and so much more all based on our PowerSchool fields. These alerts will display on every student page in the PowerSchool Administrators Portal and the PowerTeacher Portal while taking attendance so they are aware. There are also district and school level reports and built-in advanced triggers for attendance, grades, and discipline.

Funding: Total cost not to exceed \$10,729 and will be paid from the Innovation and Instructional Support budget 409.

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

JD:rr
Attachment



Marcia Brenner Associates

8017 Excelsior Drive, Ste 120
Madison, Wisconsin 53717
P: 608-836-4000

Tax ID : 39-2034777

Quote Date : 08/12/19

Quote Expires : 11/29/19

Reference# : Alert Creator - Dist Lic for
12,815 students

Salesperson : Joy Vallosio

Bill To

Fullerton School District

1401 W Valencia Dr
Fullerton, CA 92833
USA

Item & Description	Qty	Rate	Discount	Amount
Alert Creator Plugin for PowerSchool - License Software License Fee per Student (One-time Fee) Special Discount for 12,815 students and Fullerton name for Marketing /Reference	12,815	0.65	15.00%	7,080.29
Alert Creator Plugin for PowerSchool - Implementation Services include installation, configuration setup and training for the plugin. (One-time Fee)	1	650.00	0.00	650.00
Alert Creator for PowerSchool - Annual Support Recurring Annual Fee provides customer with Support and Maintenance for the plugin including new enhancements and modifications to remain compliant with all PowerSchool updates. Special Discount. Annual Fee locked in for 3 years.	12,815	0.26	10.00%	2,998.71
			Total	\$10,729.00

Thank you for the opportunity to serve you!

1. All conversion, installation and other services will be done remotely. If onsite services are requested, district will be required to pay and additional fee and for travel expenses incurred by MBA.
2. All training services assume a 'Train the Trainer' model. To maintain quality and depth of knowledge, training sessions are limited to a maximum of five participants from a single school/district.
3. All Plugins are designed to work on a PowerSchool SIS supported version.
4. Custom Page Management must be enabled to use plugins.
5. It is required that MBA is assigned a temporary user id and password to PowerSchool SIS during implementation services.

CONSENT ITEM

DATE: September 10, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Elizabeth Leon, Principal, Acacia School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE PROFESSIONAL DEVELOPMENT FOR WRITERS WORKSHOP TRAINING AT ACACIA SCHOOL ON OCTOBER 1, 2019 AND JANUARY 10, 2020**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide teachers, instructional coaches, and administrators the strategies that are designed to improve student achievement and to effectively address closing the achievement gap by utilizing common core standards and an individual approach to teaching writing.

Rationale: Teachers and administrator will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. The Writers Workshop training will support teachers in the development of students to become effective writers. This professional development will support the implementation of Writing Workshop using a lesson study approach for all Acacia teachers.

Funding: Cost is not to exceed \$3,100 and is to be paid from site budget (#302).

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

JL:EL:nm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional development, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **October 1, 2019 and January 10, 2020** and will diligently perform as required and complete performance by **January 10, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **three thousand one hundred dollars (\$3,100)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 11TH DAY OF **September 2019**.

FULLERTON SCHOOL DISTRICT

Momentum in Teaching

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: September 10, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval was granted on April 9, 2019 (Board Agenda Item #1v) the Speech and Debate Program for the 2019/2020 school year. An Addendum is requested due to an increase in participating schools from fifteen to sixteen, therefore increasing the “not to exceed” amount by \$10,000.

Rationale: The original board item was based on the amounts that were known at that time.

Funding: Cost is not to exceed \$250,000 and is to be paid from participating site funds as well as District General Funds.

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

JL:nm
Attachment

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2019/2020 SCHOOL YEAR

This addendum is being submitted for contract cost adjustment due to the increase in the number of participating schools from fifteen to sixteen and therefore increasing the “not to exceed” amount. Board item was originally submitted and Board approved on April 9, 2019 (Board Item #1v).

Original “not to exceed” amount: \$240,000

New “not to exceed” amount: \$250,000

Robert Pletka, Superintendent
Fullerton School District

Date

Julienne Lee, Assistant Superintendent

Date

Sal Tinajero, Advantage Communications

Date

Prepared by: Nancy Marcus

CONSENT ITEM

DATE: September 10, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION FOR INSIDE THE OUTDOORS SCHOOL PROGRAMS EFFECTIVE SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020**

Background: The Orange County Department of Education conducts an Inside the Outdoors Program at Caspers Park, Crystal Cove, Dana Point, Helena Modjeska House, Irvine Regional Park, Key Ranch, Modjeska Canyon, Mount San Antonio College (Mt. SAC), Rancho Sonado, Santiago Oaks, Shipley Nature Center, Upper Newport Bay, Wild Wetlands, and Traveling Scientist Program. Several grade level programs are offered including one-day field trips.

The County has requested that the Board approve the Agreement for the 2019/2020 school year. Acacia, Beechwood, Fisler, Golden Hill, Laguna Road, Pacific Drive, Richman, and Rolling Hills Schools have submitted "Intent to Participate" forms to the County. Once the District has received approval to enter into the contract, other schools may be added to the program.

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

Rationale: Inside the Outdoors Field and School Programs allow students an opportunity to learn beyond the classroom in order to experience and interact with science and social science concepts in a real life context.

Funding: There is no cost to the District general fund. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

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

JL:nm

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 PUBLIC SCHOOLS 2019-2020

5 This AGREEMENT is hereby entered into this 1st day of September,
6 2019, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred
8 to as SUPERINTENDENT, and Fullerton School District, hereinafter
9 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
collectively referred to as the Parties.

10 TERMS, CONDITIONS, AND RESPONSIBILITIES

11 1.0 DISTRICT has requested participation in one or more of the
12 following Inside the Outdoors Programs, herein after referred to as
13 PROGRAM, more specifically described in Exhibit "A", which is
14 attached hereto and incorporated by reference herein:

15 1.1 SERVICES PROVIDED BY SUPERINTENDENT FOR FIELD PROGRAM.

16 A. SUPERINTENDENT may provide a one (1) hour to two (2)
17 day field trip - Inside the Outdoors - Field Program.

18 B. SUPERINTENDENT shall provide the PROGRAM for
19 DISTRICT'S school(s) pursuant to Exhibit "A".

20 Transportation and food are not included and shall be
21 the sole responsibility of DISTRICT.

22 C. DISTRICT shall provide one (1) certificated employee
23 and one (1) adult aide or parent to participate in
24 the PROGRAM with each group of 25-30 students.

25 a. A certificated employee shall ride with and
supervise students on the bus, if applicable.

1 b. All participating certificated employees and
2 adult aides, in cooperation with the PROGRAM
3 staff, shall be expected to take an active role
4 in the supervision of students. All guests must
5 be eighteen (18) years of age or older.

6 D. Should a DISTRICT group exceed two (2) classrooms on
7 a given day (approximately sixty (60) students), the
8 additional classroom(s) may be scheduled to
9 participate on another day.

10 E. It is recommended that at least one (1) adult
11 accompanying each DISTRICT group hold a valid
12 California driver's license and maintain appropriate
13 insurance coverage to drive a vehicle and have the
14 DISTRICT'S authority to transport sick or injured
15 students requiring medical attention (a district
16 vehicle may be provided).

17 F. DISTRICT shall be responsible for the supervision and
18 care of its students from the time of departure from
19 home or school to the time of arrival back at the home
20 or school. DISTRICT shall also be responsible for
21 the actions of its students and employees while
22 participating in the PROGRAM.

23 1.2 SERVICES PROVIDED BY SUPERINTENDENT FOR SCHOOL PROGRAM.

24 A. SUPERINTENDENT may provide a forty-five (45) minute
25 to seventy-five (75) minute Traveling Scientist -
 Inside the Outdoors - School Program.

1 B. DISTRICT shall provide one (1) certificated employee
2 to participate in the PROGRAM with each group of 25-
3 40 students.

4 a. All participating certificated employees and
5 adult aides, in cooperation with the PROGRAM
6 staff, shall be expected to take an active role
7 in the supervision of students.

8 C. Should a DISTRICT group exceed four (4) classrooms on
9 a given day (approximately one hundred twenty (120)
10 students), the additional classroom(s) may be
11 scheduled to participate on another day.

12 D. Schools may be charged an additional transportation
13 fee of \$55.00 - \$125.00 per day, if and as set forth
14 in Exhibit A.

15 2.0 This AGREEMENT shall be in full force and effect for the period
16 commencing September 1, 2019 and ending August 31, 2020. **This**
17 **AGREEMENT must be fully executed by the Parties and be on file with**
18 **the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

19 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
20 declares that no student has been denied the opportunity to
21 participate in the PROGRAM because of the inability to pay the
22 required fee. DISTRICT has made every effort to acquire the financial
23 support from fund-raising efforts, parents, and the community to
24 assist those pupils who are unable to pay the required fee.

25 4.0 DISTRICT shall be responsible for the supervision and care of
its students. DISTRICT shall also be responsible for the actions of

1 its students and employees while participating in the PROGRAM.

2 5.0 Hold Harmless/Insurance coverage shall be as follows:

3 A. DISTRICT shall hold harmless, defend, and indemnify the
4 Orange County Superintendent of Schools, the Orange County
5 Board of Education, and their officers, agents, and
6 employees from any and all claims for damages resulting
7 from the acts or omissions of DISTRICT, its officers,
8 agents, employees, and students with respect to the Inside
9 the Outdoors Program.

10 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
11 the DISTRICT, its Governing Board, officers, agents,
12 employees, and students from any and all claims for damage
13 resulting from the acts or omissions of the Orange County
14 Superintendent of Schools, the Orange County Board of
15 Education and its officers, agents, and employees with
16 respect to the Inside the Outdoors Program.

17 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
18 insurance evidencing all coverages and additional insured
19 endorsements required no less than fourteen (14) business
20 days, excluding holidays, prior to DISTRICT'S first day
21 of participation. DISTRICT shall not participate in the
22 Inside the Outdoors Program until SUPERINTENDENT has
23 received a valid certificate of insurance evidencing the
24 insurance coverage required.

25 D. DISTRICT'S insurance must be with an insurance company
admitted and licensed by the Insurance Commissioner of

1 the State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed
17 operations and personal injury, in the amount of not less
18 than one million dollars (\$1,000,000) per occurrence or a
19 program of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors
13 Program, and maintain in full force and effect, from the
14 first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors
17 Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

1 6.0 Any notice of cancellation by DISTRICT must be received in
2 writing by SUPERINTENDENT at least twenty (20) business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the DISTRICT is responsible to find an
5 equivalent replacement no later than ten (10) business days prior to
6 the cancelled program date; SUPERINTENDENT may also attempt to find
7 an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT**
8 **is unable to find an equivalent replacement, DISTRICT will be charged**
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM. If**
10 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of One hundred
12 dollars (\$100.00).

13 7.0 Cancellation of a PROGRAM due to inclement weather conditions
14 may be made by the SUPERINTENDENT'S designated staff (no charge will
15 be incurred for those days). DISTRICT groups will be rescheduled at
16 a later date, upon request of DISTRICT and when space is available.
17 If DISTRICT decides to participate in the PROGRAM in inclement
18 weather conditions, DISTRICT will be charged the full fee regardless
19 of weather conditions.

20 8.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
21 more specifically described in Exhibit "A", which is attached hereto
22 and incorporated by reference herein. Payment shall be made based on
23 the number of students that actually attend, but not less than ninety
24 percent (90%) of the number of students identified in Exhibit "A".

25 If school is designated as sponsored, a minimum enrollment
requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 8.1 A day of participation is defined as a student being
6 present during any part of a scheduled PROGRAM day.

7 8.2 Should the scheduled attendance from any given school in
8 a DISTRICT change by more than ten percent (10%), the
9 DISTRICT shall inform SUPERINTENDENT in writing at least
10 twenty (20) business days prior to the first (1st) day of
11 attendance.

12 9.0 DISTRICT agrees to send to PROGRAM the number of students
13 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
14 SUPERINTENDENT pursuant to Section 8.0, for each student of DISTRICT
15 participating in the PROGRAM. If the number of students described
16 in Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
17 less than twenty (20) business days prior to the scheduled date.

18 10.0 Full payment of fees by DISTRICT or school must be received by
19 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

20 11.0 DISTRICT agrees to bear the expense of repairs and/or breakage
21 resulting from unreasonable wear or abuse to property and/or
22 equipment caused by its students and/or teachers.

23 12.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to
24 the District Superintendent or the District Superintendent's
25 designee, pursuant to Education Code Section 17604, the authority to

1 allow additional schools or students to participate in the Inside
2 the Outdoors Program during the term of AGREEMENT.

3 13.0 In the interest of public health, SUPERINTENDENT provides a
4 tobacco-free environment. Smoking or the use of any tobacco products
5 are prohibited in buildings and vehicles, and on any property owned,
6 leased or contracted for by the SUPERINTENDENT pursuant to
7 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
8 this policy could result in the termination of this AGREEMENT.

9 14.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
10 unlawful discrimination in employment of persons because of race,
11 color, religious creed, national origin, ancestry, physical handicap,
12 medical condition, marital status, or sex of such persons.

13 15.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
14 construed and entered into in accordance with the laws of the State
15 of California, through California state courts with venue in Orange
16 County, California.

17 16.0 NOTICE. All notices or demands to be given under this AGREEMENT
18 by either party to the other, shall be in writing and given either
19 by: (a) personal service or (b) by U.S. Mail, mailed either by
20 registered or certified mail, return receipt requested, with postage
21 prepaid. Service shall be considered given when received if
22 personally served or if mailed on the third day after deposit in any
23 U.S. Post Office. The address to which notices or demands may be
24 given by either party may be changed by written notice given in
25 accordance with the notice provisions of this section. As of the
date of this AGREEMENT, the addresses of the parties are as follows:

1 DISTRICT: Fullerton School District
2 1401 West Valencia Drive
3 Fullerton, California 92833
4 Attn: _____

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

10 17.0 If any term, covenant, condition or provision of this AGREEMENT
11 is held by court of competent jurisdiction to be invalid, void or
12 unenforceable, the remainder of the provisions shall remain in full
13 force and effect and shall in no way be affected, impaired or
14 invalidated thereby.

15 18.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
16 violation of, or to insist upon, the strict performance of any term
17 or condition of this AGREEMENT, shall not be deemed a waiver by that
18 party of such term or condition, or prevent a subsequent similar act
19 from again constituting a violation of such term or condition.

20 19.0 This AGREEMENT contains the entire agreement between
21 SUPERINTENDENT and DISTRICT regarding the services and any agreement
22 hereafter made shall be ineffective to modify this AGREEMENT in whole
23 or in part unless such agreement is embodied in an amendment to this
24 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
25 This AGREEMENT supersedes all prior negotiations, understandings,
representations and agreements.

20.0 SUPERINTENDENT is a governmental entity of the State of
California, by virtue of which is subject to the California Public
Records Act ("CPRA"). The parties agree that any provision of this
Agreement which conflicts with the CPRA is ineffective.

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

SCHOOL: FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: July 23, 2019

Field Trips and Traveling Scientists

Exhibit A

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Acacia School (Fullerton SD)	Traveling Scientist	12/12/2019	4	100	\$7.00	- Rethink Resources
Acacia School	Mileage	12/12/2019			\$75.00	
Beechwood School	Mt SAC	10/18/2019	3	96	\$9.25	Gabrieliño Walk 11:30 AM - 1:30 PM
Beechwood School	Traveling Scientist	10/23/2019	4	102	no charge	Grant - Rethink Resources
Beechwood School	Mileage	10/23/2019			no charge	Grant
Beechwood School	Mt SAC	4/30/2020	1ST	96	\$9.25	Ecosystem Extravaganza - Plants 11:30 AM - 1:30 PM
Fisler School	ShIPLEY	10/11/2019	3	99	\$9.25	Gabrieliño Walk 11:30 AM - 1:30 PM
Golden Hill School	Mt SAC	1/31/2020	1	94	\$9.25	Ecosystem Extravaganza - Plants 11:30 AM - 1:30 PM
Laguna Road School	Santiago Oaks	4/23/2020	2	96	\$15.50	11:30 AM - 1:30 PM
Pacific Drive School	Traveling Scientist	10/10/2019	6	75	no charge	Grant - Service Learning - 1st Visit
Pacific Drive School	Mileage	10/10/2019			no charge	Grant
Pacific Drive School	Investigating Ecosystems	10/29/2019	6	75	no charge	Grant - 5th Grade 11:30 AM - 1:30 PM
Pacific Drive School	Traveling Scientist	12/12/2019	6	75	no charge	Grant- Service Learning - 2nd Visit
Pacific Drive School	Mileage	12/12/2019			no charge	Grant
Richman School	Crystal Cove	4/16/2020	5	100	\$36.00	
Rolling Hills School	Traveling Scientist	4/17/2020	5	100	\$7.00	- Surviving Our Standards
Rolling Hills School	Mileage	4/17/2020			\$75.00	

- Note:
- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
 - (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 6.0 and Section 7.0 of the Agreement.

CONSENT ITEM

DATE: September 10, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM TO THE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL 1, 2, AND 3 PROFESSIONAL DEVELOPMENT FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval was granted on May 21, 2019 (Board Agenda Item #100) for High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year. An Addendum is requested due to an increase in actual cost of \$3,000, therefore increasing the “not to exceed” amount to \$99,000.

Rationale: The original board item was based on the amounts that were known at that time.

Funding: Cost is not to exceed \$99,000 and is to be paid from participating site funds as well as District General Funds.

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

JL:nm
Attachments

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO THE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL 1, 2, AND 3 PROFESSIONAL DEVELOPMENT FOR THE 2019/2020 SCHOOL YEAR

This addendum is being submitted for contract cost adjustment due to increase in services provided, therefore increasing the “not to exceed” amount. Board item was originally submitted and Board approved on May 21, 2019 (Board Item #100).

Original “not to exceed” amount: \$96,000

New “not to exceed” amount: \$99,000

Robert Pletka, Superintendent
Fullerton School District

Date

Julienne Lee, Assistant Superintendent

Date

Prepared by: Nancy Marcus

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective August 23, 2019, Fullerton School District (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$3,000.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey See Exhibit B for list of schools *Surveys to be completed within one year of the execution of the HRS contract	4	\$750.00/per school	\$3,000.00
2.	Access to the Marzano Resources HRS Community	1	Included in network membership	
3.	HRS Introduction Video	1	Included in network membership	
	TOTAL			\$3,000.00

2. Compensation: Client will pay Marzano Resources a total contract amount of \$3,000.00 (USD). Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client’s delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the

reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. Indemnity: Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by

both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Resources:

Fullerton School District

Marzano Resources LLC

By:

By:

Name: _____
Dr. Robert Pletka

Name: _____
Megan Schutz

Title: _____
Superintendent

Fullerton School District

Title: _____
Professional Development Department
Manager

Marzano Resources LLC

1401 W Valencia Dr
Fullerton, CA 92833

714-447-7709

12577 East Caley Avenue, Centennial,
CO 80111

812-336-7700 ext. 309

Date: _____

Date: _____

Exhibit A: Description of Services

Service: HRS services for Fullerton School District

Cost: \$3,000.00

Description of Services:

1) **Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey**

The first step in becoming a Marzano High Reliability School™ is to collect and analyze survey data for each school in the HRS Network. This is to establish a baseline and initial evidence that a school is working on (and progressing through) a level of the HRS framework. To collect survey data, Marzano Resources will make available for one year an anonymous online survey for HRS Level 1 (via SurveyMonkey) to administrators, instructional staff, parents, and students. The survey should take 20-30 minutes to complete for each participant. Marzano Resources will provide an aggregate report of respondents' ratings of agreement with the survey items. Surveys for HRS Level 1 are to be completed within one year of the execution of this contract.

2) **HRS Network Access**

Using a secure portal on the Marzano Resources website, HRS participants have access to artifacts specific to the Level on which they are working.

3) **Recorded Video Presentation of HRS Introduction for Staff**

The Marzano High Reliability Schools™ model is introduced in a Marzano Resources video, which is available for download. The prerecorded presentation is intended to introduce staff to the HRS structure and explains the HRS Level Surveys.

Exhibit B: List of Schools

District Name: Fullerton School District

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Survey Level and Groups
Ladera Vista JHS	1700 E. Wilshire Fullerton, CA 92831	Bill Lynch	714-447-7765	bill_lynch@myfsd.org	1 admin, student, parent, teacher
Orangethrope School	1400 E. Brookhurst Road, Fullerton, CA 92833	Ginger Frady	714-447-7730	ginger_frady@myfsd.org	1 admin, student, parent, teacher
Richman School	700 S. Richman Ave., Fullerton, CA 92832	Kristen Holm	714-447-7745	kristen_holm@myfsd.org	1 admin, student, parent, teacher
Valencia Park School	3441 W. Valencia Drive, Fullerton, CA 92833	Erlinda Soltero Ruiz, Ed.D	714-447-7755	erlinda_soltero_ruiz@myfsd.org	1 admin, student, parent, teacher

CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

stephanie.stlaurent@marzanoresources.com

Payments, including deposit checks, should be mailed directly to the Business Office:

Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Mailing
Address: _____

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Rossana Fonseca, Coordinator, Educational Services
SUBJECT: **APPROVE WORDS ALIVE PARENT ENGAGEMENT PROGRAM AGREEMENT EFFECTIVE SEPTEMBER 11, 2019 THROUGH MAY 31, 2020**

Background: Research shows that teaching children reading proficiency before third grade is instrumental in ensuring their success as readers in the future. For this reason, Words Alive developed an integrated read aloud program for early literacy. This Early Literacy Intervention model ensures that children receive critical reading experiences crucial to pre-literacy development, preparing them for kindergarten and beyond. The Words Alive program focuses on empowering parents with the confidence, techniques, and materials that lead to deepened reading engagement with their children.

The program is a seven-session, one and a half hour per week course designed to engage approximately 25-30 parents at Beechwood, Fern Drive, Orangethorpe, and Sunset Lane schools.

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

Funding: Cost is not to exceed \$10,000 and is to be paid from District Title III federal funds (#224).

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

JL:RF:nm
Attachment



QUOTE FOR SERVICES

JULY 30, 2019

POINT OF CONTACT	SHIP TO	INSTRUCTIONS
Rosana Fonseca Coordinator Educational Services rossana_fonseca@myfsd.org	Fullerton School District 1401 W Valencia Dr Fullerton, CA 92833-3998	Delivery of Family Literacy Program, serving 100 families total at four Fullerton elementary schools. See Notes

QUANTITY	DESCRIPTION	TOTAL
4	Delivery of Family Literacy Program, serving 25 families	\$2,500.00
	<ul style="list-style-type: none">150 new paperback children's books25 Kindergarten Toolkits, each containing: tote bag, safety scissors, glue stick, blank journal, magnetic letters, parent booklet, site-word and phonics flashcards.Craft materials for 7-week Family Literacy Program parent activities	
	TOTAL PROPOSED	10,000.00

NOTES

This quote of services includes delivery of the Words Alive Family Literacy Program at the following elementary schools in the Fullerton School District:

1. Beechwood
2. Fern Drive
3. Orangethrope
4. Sunset Lane

POINT OF CONTACT FOR QUESTIONS

Amanda Birmingham Bonds, M.A.
Program Director, Words Alive
amanda@wordsalive.org
(858) 274-9673

CONSENT ITEM

DATE: September 10, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE/RATIFY ADDENDUM TO APPROVE STAFF MEMBERS FROM NICOLAS JUNIOR HIGH SCHOOL AND JANNY MYERS TO ATTEND THE NATIONAL SCHOOLS TO WATCH CONFERENCE IN WASHINGTON, DC, FROM JUNE 26-30, 2019**

Background: Board approval was granted on May 21, 2019 (Board Agenda Item #1ss) for conference at a cost not to exceed \$14,400. An Addendum is requested due to an increase in actual cost, therefore increasing the “not to exceed” amount to \$17,400.

Rationale: The original board item was based on the amounts that were known at that time. Due to the fact that we presented and created a Nicolas Showcase for the conference, the amount increased.

Funding: Total cost not to exceed \$17,400 and \$15,000 is to be paid from site fund (#304) and \$2,400 from District budget (#525).

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

JL:RC:nm

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Rossana Fonseca, Coordinator, Educational Services
SUBJECT: **APPROVE SCHOOL SMARTS PARENT ENGAGEMENT PROGRAM AGREEMENT EFFECTIVE SEPTEMBER 11, 2019 THROUGH JUNE 30, 2020**

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

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

Funding: Not to exceed \$16,350 and is to be paid from District Title I federal funds.

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

JL:RF:nm
Attachment

School Smarts Parent Engagement Program Agreement

This Agreement is made this Eleventh of September 2019, and is by and between the California State PTA and Fullerton School District (“School District”).

RECITALS

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

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

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

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

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

1. TERM OF THE AGREEMENT

The Agreement shall become effective beginning September 11, 2019 and shall terminate on June 30, 2020, or upon completion of all the services described in **Appendix A, “Description of Program Services,”** attached hereto and incorporated by reference as though fully set forth herein.

2. EFFECTIVE DATE OF AGREEMENT

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

3. DESCRIPTION OF SERVICES

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

4. COMPENSATION

The School District agrees to compensate California State PTA in the total amount of \$16,350 based upon the services described in Appendix A, \$5,450 per new PTA participating school site. Payment shall be made no later than 60 days after the effective date of this Agreement. California State PTA will invoice the School District.

The amount of \$16, 350 represents the full amount that the School District will compensate California State PTA. School District will not compensate for any additional travel or other expenses associated with the performance or duties, with the exception of any expenses that are described in Appendix B, or are mutually agreed upon and that are authorized in advance and in writing by the School District.

5. INDEPENDENT CONTRACTOR

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

6. CRIMINAL BACKGROUND CHECKS

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

The School District hereby finds and determines that the California State PTA and the California State PTA Personnel will have no contact or limited contact with the pupils of the School District and are thereby exempt from the fingerprinting and criminal background checks otherwise required by Educational Code Section 45125.1. Education Code Section 45125.1(d) authorizes a school district to make such a determination when a vendor’s employees have no contact or limited contact with pupils.

Initial: _____

7. INDEMNIFICATION

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

CAPTA's insurance coverage, but rather is unlimited and applies to all indemnified losses and damages incurred by School District and its governing board members, officers, employees and agents.

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

8. INSURANCE

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

9. NON DISCLOSURE/PROPRIETARY INFORMATION

The School District understands and agrees that, in its participation under this Agreement or in contemplation thereof, both parties may have access to private or confidential information that may be owned or controlled by the other party and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the other party. The School District understands that California State PTA retains the sole ownership and copyright of all Program materials and curriculum, and that it may not be reproduced without the written permission of the California State PTA executive director. Both the School District and California State PTA understand and agree that the disclosure of such information may violate state and/or federal law and may subject the party to civil liability. Consequently, both parties agree that all information disclosed by the other party shall be held in confidence and used only in performance of the Agreement.

10. TERMINATION

It is expressly understood and agreed that, although this Agreement terminates on June 30, 2020, it may be terminated for any cause prior to such time by either party. In the event a party decides to terminate this Agreement, that party shall provide the other party with thirty (30) days prior written notice of said termination. In the event this Agreement is terminated by either party pursuant to this section, the School District shall compensate California State PTA for all services performed or sub-contracted for, up to the effective date of the termination.

11. NOTICES TO THE PARTIES

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

For SCHOOL DISTRICT: Robert Pletka
 Superintendent
 1401 W. Valencia Drive
 Fullerton, CA 92833
 Telephone: (714) 447-7541
 Email: susan_albano@fullertonsd.org

For California State PTA: Sherry Shelly Griffith, Executive Director
 California State PTA
 2327 L Street
 Sacramento, CA 95816
 Telephone: (916) 440-1985 x119
 Email: lborrego@capta.org

12. WAIVER

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

13. MODIFICATION OF AGREEMENT

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

14. REMEDY FOR AGREEMENT INTERPRETATION

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

15. GOVERNING LAW

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

16. SECTION HEADINGS

The section headings contained herein are for convenience in reference.

17. ENTIRE AGREEMENT

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

18. COUNTERPARTS

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

19. SEVERABILITY

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

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

California State PTA

Fullerton School District

By: Celia Jaffe
Title: President
Date: _____

By: Robert Pletka,
Title: Superintendent
Date: _____

APPENDIX A

School Smarts Description of Program Services

September 11, 2019 – June 30, 2020

PERFORMANCE BY CALIFORNIA STATE PTA

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

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

California State PTA will collaborate with the School District to deliver the School Smarts program at 3 sites which include: Pacific Drive Elementary, Parks Elementary, Fisler Elementary at a total cost of \$16,350.

*Fully executed facilitator agreements, for designated School Smarts sites, must be in place prior to School Smarts program implementation. California State PTA reserves the right to postpone a School Smarts program until all contractual requirements and obligations have been completed. NOTE: This does not apply to school districts that waive facilitator stipends as part of the contractual agreement as noted in this document.

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

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

APPENDIX B

School Smarts

Description of Program Participation

September 11, 2019 – June 30, 2020

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

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

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

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

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

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

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

CONSENT ITEM

DATE: September 10, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Patricia Chiles, Program Coordinator, Educational Services

SUBJECT: **APPROVE/RATIFY AGREEMENT FOR PARTICIPATION IN THE FULLERTON SCHOOL DISTRICT TEACHER INDUCTION PROGRAM BETWEEN FULLERTON SCHOOL DISTRICT, BUENA PARK SCHOOL DISTRICT, AND LA HABRA CITY SCHOOL DISTRICT EFFECTIVE SEPTEMBER 2, 2019 THROUGH JUNE 30, 2020**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the Fullerton School District Teacher Induction Program (FSD Teacher Induction), providing valuable support and assessment to developing teachers leading to a professional clear credential. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: The FSD Teacher Induction Program benefits District teachers through the credentialing process and District students by providing them with well trained, supported teachers. As the LEA of the Fullerton School District Teacher Induction Program, Fullerton School District shall invoice annually Buena Park School District and La Habra City School District for costs incurred in support of participating teachers.

Funding: Funds will be applied to General Fund (01) income, Teacher Induction budget (#355).

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

JL:PC:to
Attachment

**AGREEMENT
FOR PARTICIPATION IN
THE FULLERTON SCHOOL DISTRICT TEACHER INDUCTION PROGRAM
BY AND BETWEEN FULLERTON SCHOOL DISTRICT, BUENA PARK SCHOOL
DISTRICT, AND LA HABRA CITY SCHOOL DISTRICT**

This Agreement is made by and between the Fullerton School District (hereinafter referred to as “FSD”), the Buena Park School District ((hereinafter referred to as “BPSD”), and the La Habra City School District (hereinafter referred to as “LHCSD”). FSD, BPSD, and LHCSD may collectively be referred to as “Each District” or “Districts.”

RECITALS

WHEREAS, the Districts are mutually interested in participating in the Fullerton School District Teacher Induction Program, a partnership for teacher induction.

WHEREAS, the Teacher Induction Program is a two-year program with total agreed-upon expenses of \$2,500.00 per participating teacher per year;

WHEREAS, the Districts wish to enter into a cooperative effort to continue the Teacher Induction Program under the new Local Control Funding Formula provisions, which no longer allocate funds specifically for teacher induction programs.

NOW, THEREFORE, the Districts agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Teacher Induction Program Costs.
 - 2.1 The Districts agree to participate in this Agreement for the purpose of ensuring continued support of the Fullerton School District Teacher Induction Program.
 - 2.2 The Districts agree to fund the Support Provider stipend, in the amount of \$1,500.00 per year, for each Program participant the individual District sends to the program.
 - 2.3 The Districts agree to fund the balance of \$1,000.00 per year per Program participant for induction program cost recovery. FSD will invoice BPSD for each participant from BPSD and FSD will invoice LHCSD for each participant from LHCSD on an annual basis, on or before November 30, 2019.
3. Term of the Agreement. This term of the Agreement will be September 2, 2019, through June 30, 2020 subject to termination as set forth herein.
4. Termination. Participation in this Agreement may be unilaterally terminated by any party at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to Fullerton School District, Attention: Patricia Chiles, Program Coordinator, who will notify all remaining Districts to this Agreement of the decision of a terminating District and the date of effective termination, which shall be the end of the fiscal year following the notice of termination. Termination by one District will not terminate this Agreement as to the remaining Districts.

5. Indemnification. The Districts agree to defend, indemnify and hold harmless the other Districts, their governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the other Districts.
6. Insurance. Each District has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each District shall be provided upon written request of any District that is a party to this Agreement.
7. Independent Contractors. Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to District's employees.
8. Assignment. This Agreement and the services provided herein shall not be assigned by any District.
9. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, Attn: Program Coordinator. Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices are as follows:

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: Patricia Chiles
Program Coordinator

La Habra City School District
500 North Walnut Street
La Habra, CA 90631
Attn: Teresa Egan

Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620
Attn: Russell Harrison

10. Applicable Laws. Each District agrees to comply with all laws, rules and regulations applicable to providing student bus transportation services in the State of California.

11. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

12. Entire Agreement. This Agreement hereto constitutes the entire agreement between the Districts. However, it does not supersede any prior, current or subsequent written agreement entered into by the Districts with regard to student transportation services. This Agreement may be amended only by a written amendment executed by the Districts.

IN WITNESS THEREOF, the FSD, BPSD, and LHCS D have caused this Agreement to be executed by their duly authorized officers as of the date noted below.

Fullerton School District

Buena Park School District:

By: _____

By: _____

Superintendent

Superintendent

Date _____

Date: _____

La Habra City School District

By: _____

Superintendent

Date: _____

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 18/19-B048 THROUGH 18/19-B057 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

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

RC:DI:yd
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$713,169 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	-\$280,333
8012	Education Protection Account	-466
8019	State Aid – Prior Years	-714,645
8022	Timber Yield Tax	-4
8041	Secured Rolls Tax	-288,122
8042	Unsecured Roll Taxes	25,256
8043	Prior Years' Taxes	-3,720
8044	Supplemental Taxes	71,632
8045	Education Revenue Augmentation Fund (ERAF)	253,881
8047	Community Redevelopment Funds	223,352
	Total:	<u>-\$713,169</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$19,466
3000	Employee Benefits	3,000
4000	Books and Supplies	39,075
5000	Services & Other Operating Expenses	-61,541
9789	Reserve for Economic Uncertainties	-713,169
	Total:	<u>-\$713,169</u>

Explanation: This Resolution reflects a decrease in revenue for the Education Protection Act (EPA), adjustments to property taxes and other expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$6,113,744 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other Federal Revenue	\$5,949,929
8677	Interagency Services Between LEAs	1,800
8699	All Other Local Revenue	2,392
8792	Transfers of Apportionments from County Offices	159,623
	Total:	\$6,113,744

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$219,007
2000	Classified Salaries	133,660
3000	Employee Benefits	5,965,419
4000	Books and Supplies	19,174
5000	Services & Other Operating Expenses	55,503
7000	Other Outgo	-1,095
9789	Reserve for Economic Uncertainties	160,090
	Total:	\$6,113,744

Explanation: This Resolution reflects an increase in revenue and expenditures for CalSTRS contributions the state paid on behalf of the District, adjustments to Special Education Mental Health, Friday Night Live, Early Learning Specialists, the Education Technology Voucher, the Low Performing Students Block Grant and the After School Education Safety Cohort. It also includes adjustments to expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$12,567 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

FUND 12 CHILD DEVELOPMENT

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other Federal Revenue	-\$12,567
	Total:	-\$12,567

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$87,068
2000	Classified Salaries	-56,676
3000	Employee Benefits	34,222
4000	Books and Supplies	-45,344
5000	Services & Other Operating Expenses	-28,985
7000	Other Outgo	-2,852
	Total:	-\$12,567

Explanation: This Resolution reflects a decrease in revenue and expenditures for State Preschool, an increase to the same for CalSTRS contributions the state paid on behalf of the District, and final adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$574 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$574
Total:		\$574

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$30
9780	Other Designations	604
Total:		\$574

Explanation: This Resolution reflects an increase to interest income and final adjustments to expenditures in the Deferred Maintenance Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$56 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$56
	Total:	\$56

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
9780	Other Assignments	\$56
	Total:	\$56

Explanation: This Resolution reflects an increase to revenue for interest income in the Building Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$37,598 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$9,105
8681	Mitigation Developer Fees	28,493
	Total:	<u>\$37,598</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$21,093
6000	Capital Outlay	-554,253
9780	Other Assignments	612,944
	Total:	<u>\$37,598</u>

Explanation: This Resolution reflects an increase to revenue for developer fees and interest income, in addition to final adjustments to expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$259,381 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8625	Community Redevelopment Funds	\$245,767
8660	Interest	13,614
	Total:	\$259,381

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	\$20,752
5000	Services & Other Operating Expenses	285
6000	Capital Outlay	-119,658
9780	Other Assignments	358,002
	Total:	\$259,381

Explanation: This Resolution reflects an increase to revenue for Community Redevelopment Funds and interest income. It also includes final adjustments to expenditures in the Special Reserve for Capital Outlay Projects Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$224,266 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

WORKERS' COMPENSATION FUND 68

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$46,848
8674	In-District Contribution	27,296
8699	Other Local Revenue	150,122
	Total:	\$224,266

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
2000	Classified Salaries	\$2,627
3000	Employee Benefits	823
4000	Books and Supplies	5,171
5000	Services & Other Operating Expenses	-8,621
9790	Undesignated/Unappropriated	224,266
	Total:	\$224,266

Explanation: This Resolution reflects transfers from the custodial account and an increase to revenue for interest income and premium contributions. It also includes final adjustments to expenditures in the Workers' Compensation Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$980 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

DENTAL FUND 69

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$980
	Total:	\$980

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
9790	Unassigned Unappropriated	\$980
	Total:	\$980

Explanation: This Resolution reflects an increase to revenue for interest income in the Dental Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$18,339 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$13,339
8699	All Other Local Revenue	5,000
	Total:	\$18,339

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
9790	Unassigned Unappropriated	\$18,339
	Total:	\$18,339

Explanation: This Resolution reflects an increase to revenue for interest income in the Property and Liability Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B002 THROUGH 19/20-B004 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

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

RC:DI:yd
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$760,143 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8972	Proceeds from Capital Leases	\$760,143
Total:		\$760,143

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$80,000
4000	Books and Supplies	810,143
9789	Reserve for Economic Uncertainties	-130,000
Total:		\$760,143

Explanation: This Resolution reflects an increase in Capital Leases with Apple. It also includes an increase in expenditures for iReady, Response to Intervention and other projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$23,230 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$23,230
	Total:	<u>\$23,230</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$13,500
4000	Books and Supplies	93,230
5000	Services & Other Operating Expenses	-56,500
	Total:	<u>\$23,230</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for the Early Learning Inclusive Pre-School Program (ELIP) and the Move More, Eat Healthy Initiative. It also includes donations from foundations and adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	<u>-\$12,507</u>
5000	Services & Other Operating Expenses	<u>12,507</u>
	Total:	\$0

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

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

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

Date: _____

By: _____

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: Adopt resolution numbered 18/19-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

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

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

Funding: Not applicable.

Recommendation: Adopt resolution numbered 18/19-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

**FULLERTON SCHOOL DISTRICT
CFD No. 2001-1 (Amerige Heights)
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 48**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$650,212 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8611	Voted Indebt Levy Secured	\$17,039
8660	Interest	27,863
8799	Other Transfers In from All Others	-695,114
	Total:	-\$650,212

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$9,795
7000	Other Outgo	-560,698
9780	Other Designations	-79,719
	Total:	-\$650,212

Explanation: This Resolution reflects transfers from the custodial account and an increase in revenue for property taxes and interest income. It also includes adjustments to expenditures in the General Fund for District 48 (CFD No. 2001-1).

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

Date: _____

By: _____

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND MATERIALS LOCATED AT FERN DRIVE ELEMENTARY SCHOOL

Background: On February 12, 2019 the Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC, Project No. 1-1-17986, for the purchase and installation of repair and safety improvement playground materials. The project included the removal of existing wood chips, existing damaged grounds materials and the installation of new bounce back safety surface for the students attending Fern Drive Elementary School.

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

Funding: The amount not to exceed \$83,523.07 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of playground materials located at Fern Drive Elementary School.

RC:SS:ys
Attachment

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

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

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to with: Fern Drive Elementary School, 1400 W. Fern Dr., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 12th day of February 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 10th day of September 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-17986 which included the clearing, hauling of exiting damaged grounds materials with the installation of new bounce back safety surface for the students attending Fern Drive Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND MATERIALS LOCATED AT ORANGETHORPE ELEMENTARY SCHOOL

Background: On February 12, 2019 the Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC, Project No. 1-1-17985 for the purchase and installation of repair and safety improvement playground materials. The project included the removal of existing wood chips and the installation of new bounce back safety surface in the upper grade play area for the safety of students attending Orangethorpe Elementary School.

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

Funding: Cost is not to exceed \$120,728.75 and to be paid from the General Fund.

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

RC:SS:ys
Attachment

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

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

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Orangethorpe Elementary School, 1400 S Brookhurst Rd., Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 12th day of February 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 10th day of September 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-17985 which included the clearing, hauling of exiting damaged grounds materials with the installation of new bounce back safety surface in the upper grade play area for the safety of students attending Orangethorpe Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND MATERIALS LOCATED AT PACIFIC DRIVE ELEMENTARY SCHOOL**

Background: On February 12, 2019 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC, Project No. 1-1-15966, for the purchase and repairs of safety improvement playground materials. The project included the removal of existing wood chips and the installation of new bounce back safety surface including a new play structure for the students attending Pacific Drive Elementary School.

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

Funding: The amount not to exceed \$91,745 will be paid from the General Fund.

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

RC:SS:ys
Attachment

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

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

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Pacific Drive Elementary School, 1501 W. Valencia Dr., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 12th day of February 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 10th day of September 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-089B, Project No. 1-1-15966 for the purchase and installation of new bounce back safety surface for the students attending Pacific Drive Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE ADDITIVE ALTERNATE #1, ROBERT C. FISLER SCHOOL IMPROVEMENTS, FSD-18-19-DF-02, FOR THE REMOVAL OF EXISTING METAL LANDINGS, RAMPS AND RAILINGS AT BUILDINGS I1 AND I2 INCLUDING THE INSTALLATION OF NEW CONCRETE LANDINGS, RAMPS AND RAILINGS.**

Background: On April 9, 2019, the Board of Trustees approved the award of a contract for Robert C. Fislser School Improvements, FSD-18-19-DF-02, to New Dimension General Construction. The contract provided three alternate items to be added or deducted at the Districts discretion.

Rationale: The original contract scope of work has been increased by \$39,800 as a result of the following additive as shown in alternate number 1. The scope of work is listed as:

Additive of Alternate No. 1

Alternate item #1 is for the removal and disposal of existing Building I1 and I2 metal landings, ramps and railings. Add new concrete landings, ramps and 1-1/2" steel pipe railings similar to existing.

Funding: The new contract amount not to exceed \$1,162,002.74 is to be paid from Fund 25 (Capital Facilities Fund) and District 48 (Amerige Heights).

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

RC:SS:ys

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE ADDITIVE CHANGE ORDER #1, FOR THE PURCHASE AND INSTALLATION OF (6) SIX SHEETS OF VINYL TACKBOARD MISTY GRAY TO AMERICAN MODULAR SYSTEMS AS PART OF THE ROBERT C. FISLER SCHOOL IMPROVEMENTS, PROJECT FSD-18-19-DF-02**

Background: On January 16, 2018, the Board of Trustees approved the award of Piggyback Bid for Santa Rita Union School District Bid No. 2015-16-1A for the purchase of Facility Supply Services, Modular Buildings, and Modular Toilet Rooms. The District purchased a Modular Building as part of the Robert C. Fidler School Improvements Project and finds that there is a need of additional vinyl tackboard.

Rationale: The original contract scope of work has been increased by \$3,102 as a result of the following change order.

Change Order No. 1

Change Order #1 is for the purchase and installation of six (6) sheets of vinyl tackboard.

Funding: Cost is not to exceed \$434,551 and is to be paid from Fund 25 (Capital Facilities Fund) and District 48 (Amerige Heights).

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

RC:SS:ys

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE THE AGREEMENT FOR A DSA PROJECT INSPECTOR TO INLAND INSPECTIONS AND CONSULTING AS PART OF THE BOARD APPROVED AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PFMG SOLAR, LLC/CONSTELLATION**

Background: On September 25, 2018, the Board of Trustees approved to adopt Resolution #18/19-14 granting a power purchase agreement between Fullerton School District and PFMG Solar, LLC/Constellation. The agreement will assist in the promotion of energy efficiency to achieve energy cost reductions in thermal, electrical and other energy consumed by the District. The installation of solar arrays as lunch shelters, carports and shade structures at various sites will require inspections for compliance as set forth by The Division of the State Architect, (DSA).

Rationale: School construction projects are governed by the DSA. DSA reviews and approves construction plans for projects that meet specific criteria. The Solar Energy Project will reduce the price paid for electricity for the Fullerton School District.

District staff recommends entering into an agreement with Inland Inspections and Consulting for DSA inspection services. Inland Inspections and Consulting is a full-service firm specializing in assisting school districts during the work process, installation of the various energy savings arrays, shelters, carports, and shade structures.

Funding: The contract amount not to exceed \$110,500 is to be paid from the General Fund and will be reimbursed to Fullerton School District through PFMG Solar, LLC/Constellation for all cost associated with this agreement.

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

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide Inspection services as set forth by the Division of The State Architect, (DSA).** School construction projects are governed by the DSA, schools are required to enlist the services of professional DSA inspector services from start to finish providing proper documentation, review and plan approvals as set forth by the DSA. The DSA inspector, **hereinafter referred to as "Services"**.
2. Term. Contractor shall commence providing Services under this Agreement on **September 11, 2019** and will diligently perform as required and complete performance by **April 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred ten thousand five hundred Dollars (\$110,500.00)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Inland Inspections and Consulting
7338 Sycamore Canyon Blvd., Ste 4
Riverside, CA 92508

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 11TH DAY OF **September** 2019.

FULLERTON SCHOOL DISTRICT

Inland Inspections and Consulting

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE THE AGREEMENT FOR A SOILS TECHNICIAN/SPECIAL INSPECTOR TO RIVER CITY TESTING AS PART OF THE BOARD APPROVED AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PFMG SOLAR, LLC/CONSTELLATION EFFECTIVE SEPTEMBER 11, 2019 THROUGH APRIL 30, 2020**

Background: On September 25, 2018, the Board of Trustees approved to adopt Resolution #18/19-14 granting a power purchase agreement between Fullerton School District and PFMG Solar, LLC/Constellation. The agreement will assist in the promotion of energy efficiency to achieve energy cost reductions in thermal, electrical and other energy consumed by the District. The installation of solar arrays as lunch shelters, carports and shade structures at various sites will require inspections for compliance as set forth by The Division of the State Architect, (DSA). The assistance of a specialized Soils Technician/Soils Inspector is required to meet the DSA standards.

Rationale: School construction projects are governed by the DSA. DSA reviews and approves construction plans for projects that meet specific criteria. The Solar Energy Project will reduce the price paid for electricity for the Fullerton School District.

District staff recommends entering into an agreement with River City Testing for the special inspection testing of concrete, rebar, welds, and other items as noted in Exhibit A. River City Testing is a full-service firm specializing in assisting school districts during the work process ensuring all testing meets DSA requirement standards.

Funding: The contract amount not to exceed \$203,338 is to be paid from the General Fund and will be reimbursed to Fullerton School District through PFMG Solar, LLC/Constellation for all cost associated with this agreement.

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

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and River City Testing, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide River City Testing will provide a specialized inspector for the testing of batch plant/concrete, rebar, concrete compression (testing), high strength bolt conformance, rebar bend test, tensile test, visual welding, and DSA interim verified reports for DSA 291 and DSA 293 affidavits, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **September 11, 2019** and will diligently perform as required and complete performance by **April 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two hundred three thousand three hundred and thirty eight Dollars (\$203,338.00)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
River City Testing
7338 Sycamore Canyon Blvd, Suite 4
Riverside, CA 92508

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 11TH DAY OF **September** 2019.

FULLERTON SCHOOL DISTRICT

River City Testing

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508
(951) 697-0800 ~ fax (951) 697-5744



August 28, 2019

Scott Schlabsz
Director of Facilities & Maintenance Operations
Fullerton School District
1401 W Valencia Drive
Fullerton, CA 92833

Mr Schlabsz:

RE Fullerton School District Solar Projects
DSA Special Inspections and Testing Fee Summary

Pursuant to your request, I am providing this summary of our estimated fees for the DSA required special inspections & testing for all 20 solar projects. This proposal is based on information received from PFMG/Constellation. We were not provided with a construction schedule

	SITE	Estimated Testing & Inspection Fees
1	Acacia Elementary	\$5,641.00
2	Beechwood Elementary	\$7,213.00
3	Commonwealth Elementary	\$5,641.00
4	Pacific Drive Elementary	\$12,177.00
5	Fern Drive Elementary	\$5,641.00
6	Fisler Elementary	\$7,213.00
7	Golden Hill Elementary	\$5,641.00
8	Hermosa Drive Elementary	\$5,641.00
9	Ladera Vista Junior High	\$8,995.00
10	Laguna Road Elementary	\$5,641.00
11	Maple Elementary	\$5,641.00
12	Nicolas Junio High	\$7,213.00
13	Orangethorpe Elementary	\$5,641.00
14	Parks Junior High	\$7,213.00
15	Raymond Elementary	\$5,641.00
16	Richman Elementary	\$5,641.00
17	Rolling Hills Elementary	\$5,641.00
18	Sunset Lane Elementary	\$5,641.00
29	Valencia Park Elementary	\$5,641.00
20	Woodcrest Elementary	\$5,641.00
	840 hrs DSA Continuous PV Bolt Inspection	\$74,340.00

TOTAL ESTIMATED COSTS: \$203,338.00

Respectfully,

Robert Schumacher
Director of Operations

CONSENT ITEM

DATE: September 10, 2019

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

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

PREPARED BY: Helene Morris, Director, Administrative Services

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS (PBIS) TRAINING PER THE PBIS SERVICE PLAN EFFECTIVE SEPTEMBER 1, 2019 THROUGH JUNE 30, 2021**

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

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

Tier 2 Installation (2019/2020) and Implementation (2020/2021)

Acacia Elementary
Laguna Road Elementary
Parks JHS

Tier 3 Installation (2019/2020) and Implementation (2020/2021)

Nicolas JHS

Funding: The cost is not to exceed \$21,600 over a two-year period with \$12,000 to be paid during the 2019-20 school year, and \$9,600 to be paid during the 2020-21 school year from the Unrestricted General Fund (01).

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

CH:HM:ac
Attachment

FULLERTON SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 26th day of August, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the described work in the "Service Plan Proposal", which is attached hereto as Exhibit "A" and incorporated herein by reference, for the Educational Services Programs.

1 2.0 TERM. This AGREEMENT shall commence on September 1, 2019 and end
2 on June 30, 2021, subject to termination as set forth in this
3 AGREEMENT.

4 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT a total sum
5 not to exceed Twenty-one thousand six hundred dollars (\$21,600.00).
6 Payment shall be mailed to: Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626-9050, Attention:
8 Accounting Manager, or at such other place as SUPERINTENDENT may
9 designate in writing. **SUPERINTENDENT shall mail two (2) invoices to**
10 **the DISTRICT: 1) the first invoice after the first year's fall**
11 **training dates have been completed; and (2) the second invoice in**
12 **Year 2 of the Agreement.**

13 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
14 this AGREEMENT, shall be and act as an independent contractor.
15 SUPERINTENDENT understands and agrees that he/she and all of his/her
16 employees shall not be considered officers, employees or agents of the
17 DISTRICT, and are not entitled to benefits of any kind or nature
18 normally provided employees of the DISTRICT and/or to which DISTRICT'S
19 employees are normally entitled, including, but not limited to, State
20 Unemployment Compensation or Worker's Compensation. SUPERINTENDENT
21 assumes the full responsibility for the acts and/or omissions of
22 his/her employees or agents as they relate to the services to be
23 provided under this AGREEMENT. SUPERINTENDENT shall assume full
24 responsibility for payment of all federal, state and local taxes or
25 contributions, including unemployment insurance, social security and
income taxes with respect to SUPERINTENDENT'S employees.

1 5.0 HOLD HARMLESS.

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

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

18 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to
19 this AGREEMENT shall not be assigned by the SUPERINTENDENT without
20 prior written approval of DISTRICT.

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

1 the SUPERINTENDENT. DISTRICT consents to use of DISTRICT's name in
2 conjunction with the sale, use, performance and distribution of the
3 matters, for any purpose and in any medium.

4 8.0 TOBACCO USE POLICY. In the interest of public health,
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
6 use of any tobacco products are prohibited in buildings and vehicles,
7 and on any property owned, leased or contracted for by the
8 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
9 abide with conditions of this policy could result in the termination
10 of this AGREEMENT.

11 9.0 NON-DISCRIMINATION. DISTRICT and SUPERINTENDENT agree that it
12 will not engage in unlawful discrimination in employment of persons
13 because of race, color, religious creed, national origin, ancestry,
14 physical handicap, medical condition, marital status, or sex of such
15 persons.

16 10.0 TERMINATION. Either party may, at any time, with or without
17 reason, terminate this AGREEMENT and compensate the other Party only
18 for services satisfactorily rendered to the date of termination.
19 Written notice by either Party shall be sufficient to stop further
20 performance of services by the other Party. Notice shall be deemed
21 given when received by the Party or no later than three (3) days after
22 the day of mailing, whichever is sooner.

23 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
24 by either party to the other, shall be in writing and given either by:
25 (a) personal service or (b) by U.S. Mail, mailed either by registered
or certified mail, return receipt requested, with postage prepaid.

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

7 DISTRICT: Fullerton School District
1401 West Valencia Drive
8 Fullerton, California 92833
Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
P.O. Box 9050
11 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

12 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance of
14 any term or condition of this AGREEMENT, shall not be deemed a waiver
15 by that party of such term or condition, or prevent a subsequent
16 similar act from again constituting a violation of such term or
17 condition.

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

23 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
24 be governed by the laws of the State of California with venue in
25 Orange County, California.

1 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire agreement among the Parties to
3 it and supersedes any prior or contemporaneous understanding or
4 agreement with respect to the services contemplated, and may be
5 amended only by a written amendment executed by both Parties to the
6 AGREEMENT.

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

8 DISTRICT: FULLERTON SCHOOL
9 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

10 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

11 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

12 TITLE: _____

TITLE: Administrator

13 DATE: _____

DATE: August 26, 2019

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Fullerton SD-Income(48858)20
ZIP4

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Orange County Department of Education
Educational Services

Positive Behavior Interventions and Supports (PBIS)
Service Plan Proposal

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

District: Fullerton School District 1401 W. Valencia Drive Fullerton, CA 92833	
Contact: Helene Morris, M.Ed., NBCT, Director of Administrative Services (714)447-7528 Helene_morris@myfsd.org	Service Date Range: 2019-2020 2020-2021
Jody Gardner, Assistant Principal/PBIS Coach (714)447-7750 jody_garder@myfsd.org	

Positive Behavior Interventions and Supports (PBIS) is a framework of evidence-based behavioral practices and systems integrated into a Multi-Tiered System of Support (MTSS). Over twenty years of research have shown that when implemented with fidelity, schools can expect the following outcomes:

- Learning environments that are less reactive, aversive, dangerous, and exclusionary
- Learning environments that are more engaging, preventative, responsive, and productive
- Positive impacts on classroom management and disciplinary issues
- Increases in restorative environments for all students
- Improved supports for students who need more specialized assistance (e.g., emotional and behavioral disorders, mental health)
- A maximization of academic engagement and achievement for all students

OCDE is recognized as a California regional center for technical assistance for Positive Behavior Interventions and Supports (PBIS). Thus, OCDE is committed to providing professional development that supports Orange County school districts and schools in implementing PBIS with fidelity within their Multi-Tiered System of Support in accordance to the *Implementation Blueprint* from the National Technical Assistance Center for PBIS and the California MTSS Framework. In order to best meet the needs of districts and schools, Readiness Commitments and Requirements will be applied. For more information, see the OCDE website on PBIS here:

<http://ocde.us/EducationalServices/LearningSupports/PBIS/Pages/default.aspx>

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W. BEDELL, PH.D.

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Tier I PBIS Installation & Implementation Teams not to exceed 8 people for K-6 schools and 10 people for 7-12 schools 2 year commitment - total cost \$5,400/school	
Tier I Installation Sub-total: \$3,000 per school team	
Professional Development Days	4 full days of Team training to include: <ul style="list-style-type: none"> • Teaming for MTSS • Introduction into PBIS Assessment/Tiered Fidelity Inventory (TFI) • Introduction into Data, Systems, Practices • School-wide Expectations/Lesson Plans • School-wide acknowledgement system • School-wide discipline system • Positive Classroom Behavior Supports (PCBS) • Preparation for launching implementation
Additional Supports/ Materials	<ul style="list-style-type: none"> • OCDE facilitator to coach each team at one team meeting • Three coaching/technical assistance appointments for each team (up to 3 hours) with OCDE facilitators facilitated through calls/web meetings • Electronic templates, handbook, samples for teams • Hardcopy reference books for team members • <i>PBIS APPS</i> technical assistance (including <i>PBIS Assessment</i>) • Complimentary access for coaches to Early Implementers PBIS Coaches' Network
Tier I Implementation Sub-total: \$2,400 per school team	
Professional Development Days	<ul style="list-style-type: none"> • 2 full days of Team Training to include: • Team Initiated Problem Solving (TIPS-II) • TFI-driven action planning • Direct technical assistance for implementation <ul style="list-style-type: none"> ○ Readiness requirements for Tier II
Additional Supports/ Materials	<ul style="list-style-type: none"> • OCDE facilitator to coach each team at one team meeting • Three coaching/technical assistance appointments for each team (up to 3 hours) with OCDE facilitators facilitated through calls/web meetings • Electronic templates, materials • <i>PBIS APPS</i> technical assistance (including <i>PBIS Assessment</i>) • Complimentary access for coaches to Early Implementers

PBIS Coaches' Network	
Tier II PBIS Installation & Implementation Teams not to exceed 8 people for K-8 schools and 10 people for 7-12 schools 2 year commitment - total cost \$5,400/school	
Tier II Installation Sub-total: \$3,000 per school team	
Professional Development Days	<p>4 full days of Team training to include:</p> <ul style="list-style-type: none"> • Introduction to supplemental/targeted supports and interventions • Theory of behavioral functions/function-based thinking • Processes for selecting evidence-based interventions • Check-In Check-Out (CICO) and adaptations • Overviews of Social and Academic Instructional Groups (SAIGs), mentoring, etc. for building targeted supports • Team Initiated Problem Solving (TIPS-II) for Tier II • Creating systems for interventions • Screening and data used for layered interventions
Additional Supports/ Materials	<ul style="list-style-type: none"> • OCDE facilitator to coach each team at one team meeting • Three coaching/technical assistance appointments for each team (up to 3 hours) with OCDE facilitators facilitated through calls/web meetings • Electronic templates, handbook, samples for teams • Hardcopy reference books/DVDs for team members including the <i>Behavior Education Program (BEP)</i> and <i>Check-in Check-out, 2nd Ed.</i> • <i>PBIS APPS</i> technical assistance (including <i>PBIS Assessment</i>) • California PBIS Recognition Award application assistance • Complimentary access for coaches to Early Implementers PBIS Coaches' Network
Tier II Implementation Sub-total: \$2,400 per school team	
Professional Development Days	<p>2 full days of Team Training to include:</p> <ul style="list-style-type: none"> • Modifications for Tier II supports • "Tier II+" – Brief Functional Behavior Assessment (FBA) and Behavior Planning (BSP) • Data-driven action planning • Readiness Requirements for Tier III • Preparing teams for Tier III
Additional Supports/ Materials	<ul style="list-style-type: none"> • OCDE facilitator to coach each team at one team meeting • Three coaching/technical assistance appointments for each team (up to 3 hours) with OCDE facilitators facilitated through calls/web meetings • Electronic templates, materials • <i>PBIS APPS</i> technical assistance (including <i>PBIS Assessment</i>)

	<ul style="list-style-type: none"> • California PBIS Recognition Award application assistance • Complimentary access for coaches to Early Implementers PBIS Coaches' Network
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Tier III PBIS Installation & Implementation Teams not to exceed 8 people for K-6 schools and 10 people for 7-12 schools 2 year commitment - total cost \$5,400/school	
Tier III Installation Sub-total: \$3,000 per school team	
Professional Development Days	4 full days of Team training to include: <ul style="list-style-type: none"> • Identifying and matching intensive needs to interventions • Data used in intensive supports • Teaming for Tier III • Resource mapping for students, families, and schools • Individual student data systems • <i>Prevent, Teach, Reinforce (PTR)</i>
Additional Supports/ Materials	<ul style="list-style-type: none"> • OCDE facilitator to coach each team at one team meeting • Three coaching/technical assistance appointments for each team (up to 3 hours) with OCDE facilitators facilitated through calls/web meetings • Electronic templates, handbook, samples for teams • Hardcopy reference books for team members including <i>Prevent, Teach, Reinforce (PTR) 2nd Ed.</i>, <i>Prevent, Teach, Reinforce for Families</i>, and <i>Prevent, Teach, Reinforce for Young Children</i> • <i>PBIS APPS</i> technical assistance (including <i>PBIS Assessment</i>) • California PBIS Recognition Award application assistance
Tier III Implementation Sub-total: \$2,400 per school team	
Professional Development Days	2 full days of Facilitated Team Work
Additional Supports/ Materials	<ul style="list-style-type: none"> • OCDE facilitator to coach each team at one team meeting • Three coaching/technical assistance appointments for each team (up to 3 hours) with OCDE facilitators facilitated through calls/web meetings • Electronic templates, materials • <i>PBIS APPS</i> technical assistance (including <i>PBIS Assessment</i>) • California PBIS Recognition Award application assistance

2019-2020 Projected Fees				
Service Year	Service	Rate	Estimated Number of Teams	Estimated Sub-Total
2019-2020	Tier I Installation	\$3,000	0	\$0
	Tier I Implementation*	\$2,400	0	\$0
	Tier II Installation* Parks Laguna Road Acacia	\$3,000	3	\$9,000
	Tier II Implementation*	\$2,400	0	\$0
	Tier III Installation* Nicolas	\$3,000	1	\$3,000
	Tier III Implementation*	\$2,400	0	\$0
	Early Implementers Coaches' Network	No cost for current teams in training	TBD	N/A
	Advanced Coaches' Network	No cost	TBD	N/A
Light breakfast and lunch provided for all-day team trainings.				
2019-2020 Estimated Total: \$12,000				
2020-2021 Projected Fees				
Service Year	Service	Rate	Estimated Number of Teams	Estimated Sub-Total
2020-2021	Tier I Installation	\$3,000	TBD	TBD
	Tier I Implementation*	\$2,400	0	\$0
	Tier II Installation*	\$3,000	0	\$0
	Tier II Implementation* Parks Laguna Road Acacia	\$2,400	3	\$7,200
	Tier III Installation*	\$3,000	0	\$0
	Tier III Implementation* Nicolas	\$2,400	1	\$2,400
	Early Implementers Coaches' Network	No cost for current teams in training	TBD	N/A
	Advanced Coaches' Network	No cost	TBD	N/A
2019-2020 Estimated Total: \$9,600				
2019-2021 Two-Year Estimated Total: \$21,600				

*School teams that meet Readiness Requirements will be recommended to begin "Installation" of the next Tier of PBIS. Each tier is a two-year commitment, to be billed in two installments over two fiscal years.

For Client Use:

When this proposal is accepted, OCDE will draw up a contract for services.

PROPOSAL ACCEPTED

Helene Morris

7/22/19

Authorized Signature

Date

PBIS Teams in a Nutshell – What a school-team consists of:

Tier 1 - PBIS teams consist of staff who are representative of your school community, who are committed to implementing behavior supports school-wide, and who are knowledgeable about the school across grade levels and programs. The team should include the school administrator, Tier 1 school-based PBIS coach, and typically an additional 4-6 team members (for elementary school sites) or 6-8 team members (for secondary school sites). Additional team members consist of general education teachers with representation across grade levels or departments, special education teachers, school psychologist, school counselor, etc. District-based PBIS coaches are encouraged to participate with school teams to support fidelity and sustainability of implementation throughout the district.

Tier 2 - PBIS teams consist of staff who are primarily responsible for addressing Tier 2 interventions, and specifically the coaching and coordination of Tier 2 systems, data, and practices. Teams include the school administrator, the Tier 2 school-based PBIS coach. Teams should include school staff who coordinate Tier 2 interventions such as Check-in Check-out, social skills groups, and mentoring. Team must include one member who is also a Tier 1 PBIS team member, must include behavioral expertise, knowledge of students, and knowledge about the operation of the school across grade levels and programs. District-based PBIS coaches are encouraged to participate with school teams to support fidelity and sustainability of implementation throughout the district. Tier 2 PBIS teams are 5-7 members, but may vary based on support personnel within the school (i.e., school counselors, community liaisons, interventionists).

Tier 3 - PBIS teams consist of staff who are primarily responsible for addressing Tier 3 interventions, and specifically the coaching and coordination of Tier 3 systems, data, and practices. Teams include the school administrator, the Tier 3 school-based PBIS coach. Teams should include school staff who coordinate Tier 3 interventions, who have behavioral expertise, who have knowledge of students, and who have knowledge about the operation of the school across grade levels and programs. District-based PBIS coaches are encouraged to participate with school teams to support fidelity and sustainability of implementation throughout the district. Tier 3 PBIS teams are 5-7 members, but may vary based on support personnel within the school (i.e., school counselors, community liaisons, interventionists).

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Helene Morris, Director, Administrative Services
SUBJECT: APPROVE/RATIFY ST. JUDE HOSPITAL RESTRICTED PROJECT GRANT AGREEMENT NUMBER 202033 WITH THE FULLERTON SCHOOL DISTRICT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

Background: The Fullerton School District has implemented its Multi-Tiered Systems of Support (MTSS) for students, which includes Response to Intervention (RtI) for academic support, Positive Behavioral Intervention and Supports (PBIS) for behavioral support, and Mental Health for emotional and social support. District administration met with St. Jude Hospital to discuss how its Health System Community Partnership Fund could help fund a program, at the District's Title I schools, to support the behavioral, emotional, and social needs of those students. This partnership began during the 2016/2017 school year, and St. Jude Hospital has once again decided to continue this partnership and award additional grant monies in the amount of \$29,000 for the 2019/2020 school year. The Fullerton School District will also directly benefit from \$52,000 that is provided to California State University Fullerton (CSUF) to supervise four Master of Social Work (MSW) Interns who will serve four FSD Title I schools.

Rationale: Approval of the St. Jude Hospital Restricted Project Grant Agreement Number 202033 will provide continued employment of a 3.75 Social Services Assistant to connect a minimum of 100 referred students/families with outside counseling resources; allow for the continued use of the School Wide Information System (SWIS) as a decision making tool and to track office discipline referrals at Title I Schools; and place MSW interns at four Title I schools to assist with social skills groups and social/emotional/behavioral interventions.

Funding: Funding is to be deposited to Child Welfare and Attendance's budget (#391).

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

CH:HM:ac
Attachment

St. Jude Hospital
Restricted Project Grant Agreement
Fullerton School District
Grant Number 202033

This Restricted Project Grant Agreement ("Agreement"), a community benefit for the low income community upon execution on behalf of Grantee in the spaces provided for signature will evidence Grantee's agreement with and commitment to Fullerton School District ("Grantee") as follows:

I. **Grantee's Status**

This grant is specifically conditioned upon Grantee's status as an eligible grantee of St. Jude Hospital ("Hospital") in accordance with this section. Grantee warrants and represents that it is a Local Educational Agency (L.E.A.) operating as a political subdivision of the State of California. Grantee will notify the Hospital immediately of any actual or proposed change in tax status.

II. **Purposes of Grant**

To identify low-income students who have emotional needs and to provide support to families to connect them to appropriate services. This grant is made only for the specific charitable purposes described in the Agreement. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

III. **Expected Outcomes of Grant**

1. To screen all students in nine Title 1 schools with the following tool: Student Risk Screening Sale - Internalizing and Externalizing (SRSS-IE)
2. To provide assistance to families of at least 100 Grade K-8th students in connecting them with appropriate mental health services.
3. To track office discipline referrals using the SWIS system.
4. To ensure fidelity to Positive Behavioral Supports and Interventions (PBIS) using a program monitoring and action planning tool called the Tiered Fidelity Inventory (TFI).

IV. **Activities**

Grantee shall assist Hospital to achieve the following outcomes:

1. Complete SRSS-IE tool on all students at beginning of school year and a re-assessment at the end of the school year.
2. Employ a 0.47 Social Services Liaison to assist families in obtaining appropriate mental health services.
3. Collaborate with the CSUF Center for Healthy Neighborhoods on placing social work interns in four Title 1 schools to provide social work and counseling support to students.
4. Maintain fidelity to PBIS model. Sites will use the SWIS system to track office discipline referrals. Each school site PBIS team will also complete the TFI on an annual basis.

V. **Amount of Grant**

\$29,000.

VI. **Period of Grant**

Grant funds are to be applied to expenses incurred for the period July 1, 2019 to June 30, 2020, unless otherwise agreed upon in writing by the Hospital.

VII. **Terms and Conditions of Grant**

Grantee agrees that the grant is subject to the following conditions:

A. **Expenditure of Grant Funds**

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 510 (c) (3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on directly or indirectly any voter registration drive.
 - d. inducing or encouraging violations of law or public policy
 - e. causing any private inurement or improper private benefit to occur.

B. **Return of Funds.** Grantee shall return to the Hospital any unexpended grant funds under the following conditions:

1. If the Hospital, in its reasonable discretion, determines that the Grantee has not performed in Accordance with this Agreement;
or
2. Any portion of the funding is not used for grant purposes.

C. **Records, Audits.** Funds provided by the Hospital shall be accounted for in the Grantee's books and records. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Hospital reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant as part of the grant pool.

D. **Reports.** Grantee shall make a written report to the Hospital at the Six and twelve month marks documenting the progress toward the expected outcomes of the grant. This six month report will be due January 15, 2020, and the twelve month report will be due July 15, 2020.

The report shall document: number of students screened with SRSS-IE, changes in discipline referrals and suspensions based on SWIS data, increased positive behavior on campus, number of students who needed intervention from SRSS-IE, number of students needing intervention referred to Social Services Liaison and liaison, % of successful referrals to outside mental health agencies, % of successful referrals to interns, number of visits provided by interns, number of students needing referral who were unable to be served.

- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by the Hospital.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to the Hospital if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. No Agency. Grantee is solely responsible for all activities supported by the grant funds, and in the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- I. No Waivers. The failure of the Hospital to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- J. No Further Obligations by the Hospital. This grant is made with the understanding that the Hospital has no obligation to provide other or additional support or grants to the Grantee.
- K. Remedies. If the Hospital determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Hospital may, in addition to other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement and the Hospital may demand return of all or part of the grant funds not properly spent or committed to third parties,

which Grantee shall immediately pay to the Collaborative. The Hospital may also avail itself of any other remedies available by law.

- L. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Hospital, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from and in connection with any act or omission of Grantee, its employees, or agents in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Hospital, its officers, directors, employees, or agents.
- M. Entire Agreement: Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.
- N. Governing Law. This Agreement shall be governed by the laws of the State of California.

VIII. **Acceptance of Agreement**

The Hospital reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Hospital.

Accepted on behalf of Fullerton School District

Authorized Signature

Date

Printed Name

Superintendent
Title

Agreed to and Acknowledged on behalf of St. Jude Hospital

Authorized Signature

Date

Printed Name

Title

Budget

Reason	Expense
Funding for 50% Social Services Assistant	\$25,511
Funding for SWIS system for the nine Title I Schools	\$ 3,489
Total Amount Requested	
	\$29,000

CONSENT ITEM

DATE: September 10, 2019

TO: Board of Trustees

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

SUBJECT: **APPROVE REGIONAL INSERTION ORDER AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND NATIONAL CINEMEDIA (NCM) FOR MOVIE THEATER MARKETING EFFECTIVE NOVEMBER 29, 2019 THROUGH MARCH 19, 2020.**

Background: The Board of Trustees has expressed continued interest in increasing public communication with parents and the community on the services and programs offered at FSD schools. The proposed board item on the Movie Theater Marketing campaign will build on the original Dream Big video spot and poster featured at the local theaters from last year. This highly viewed and successful full media campaign will continue with a new Dream Big video spot and poster at local theaters. This will provide the community and parents insight into programs offered in our schools addressing Board Annual Goal #1 by helping students identify interests, map educational pathways, and provide guidance to students about school to career options. The movie theater marketing will highlight the innovation and accomplishments of FSD students and will include a 30 second spot and a physical display in the movie theater lobby that will run for sixteen weeks.

The movie theater campaign will serve as an enrollment campaign highlighting the District's Dream Big Initiative through marketing at the AMC movie theater in Fullerton and two Edwards theaters in Brea. NCM is the company responsible for the movie theater advertising. The package will run at the Fullerton AMC 20, Brea Edwards 12 East, and Brea Edwards 10 West. The District qualifies for a bundled cost for the campaign to run for 16 weeks. The 16-week marketing campaign includes a 30 second spot aired 1,176 times on 42 movie screens reaching an audience of over 600,000 people and a large poster/standee in the movie theater lobby at the AMC Fullerton.

Rationale: FSD is committed to innovative methods for public relations and a movie theater marketing campaign is able to reach new and large audiences while showcasing the District. The FSD Movie Theater Marketing campaign will run during a busy season at the movie theaters and will reach an expanded and captive audience.

Funding: Cost of \$19,200 to be paid from Superintendent's budgets 526 and 527.

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

RP:pc:cs
Attachment

In-Theater Advertising Proposal
Prepared for Fullerton School District
Created for Pam Chow

December to March 2020 Program



August 19, 2019
Created by Ben Belton
Email: Ben.Belton@ncm.com
Phone: +1 (818) 568-7300
Fax:

Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information	Billing Information	Account Director Information
Fullerton School District 1401 W Valencia Dr, Fullerton, CA 92833 Phone: (714) 447-7480 Fax: Pam Chow	Fullerton School District 1401 W Valencia Dr, Fullerton, CA 92833 Phone: (714) 447-7480 Fax: Pam Chow	Acct. Dir.: Ben Belton Phone: +1 (818) 568-7300 Fax: Email: Ben.Belton@ncm.com

Order: ORD-1908-00635 Type: New

Scenario 1

Seg 2

Start: 11/29/2019

End: 3/19/2020

Weeks: 16.00

Weight: Best Available

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
488289	RGL1028	Brea 22 East	Brea, California	12	\$22.58	\$4,335.49
488289	RGL1029	Brea 22 West	Brea, California	10	\$22.58	\$3,612.91
488289	AMC0248	Fullerton 20**	Fullerton, California	20	\$27.66	\$8,851.60

Lobby Standees -3'x5'

Start: 11/29/2019

End: 3/19/2020

Weeks: 16.00

Weight: Best Available

Duration/Units: 1 units

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
488290	AMC0248	Fullerton 20**	Fullerton, California	20	\$150.00	\$2,400.00

Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable

Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

Payment	Comments & Special Instructions:	Total Media	\$19,200.00
Payment Terms: Monthly		Media Services	\$0.00
Payment Method: Check		Creative Services	\$0.00
P.O. Number:		Other Services	\$0.00
		Total Due	\$19,200.00

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Signature: _____

Date: _____

National CineMedia, LLC

Date: _____

Order Number: ORD-1908-00635					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit



Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

NATIONAL CINEMEDIA, LLC REGIONAL/LOCAL ADVERTISING INSERTION ORDER AND AGREEMENT Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser. On-screen advertising placement is subject to availability.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 4 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. Content

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including lobby promotional material ("**Promotional Materials**"), will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials are subject to NCM and theatre circuit approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to

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privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER. ADVERTISING SHALL BE RUN ON A PER SCREEN OR PER THEATRE (AS INDICATED ON THE ORDER)/PER WEEK BASIS AND REGARDLESS OF ANY OTHER LANGUAGE TO THE CONTRARY, NCM HAS NOT MADE AND IS MAKING NO REPRESENTATIONS WITH REGARD TO NUMBER OF IMPRESSIONS.

10. Indemnification.

10.1 Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

10.2 NCM is responsible for and will indemnify, defend, and hold harmless Advertiser and its subsidiaries, affiliates, and their officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any third party claims related to (1) gross negligence or willful misconduct on the part of NCM; or (2) exhibition, distribution, display, performance, reproduction, or other use by NCM of the NCM Content, specifically excluding any Advertiser Content. Advertiser will provide NCM with notice of any such claim or allegation, and Advertiser has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage.

14. Confidentiality. Advertiser acknowledges that the Posting Information (as defined below) is confidential, and is disclosed to Advertiser solely on the condition Advertiser agrees, and it does hereby agree (for itself, its agents, employees and affiliates (collectively, the "Representatives")) that, it and its Representatives: (i) will not disclose any Posting Information to any third party; (ii) will not use the Posting Information in any business or capacity other than for its own internal business purposes under the Agreement; (iii) will implement such procedures to prevent unauthorized use or disclosure of the Posting Information as it uses to prevent disclosure, publication, dissemination or use of its own proprietary information of like nature but using at least reasonable care. "Posting Information" as used herein shall mean any post-buy analysis, posting information, post-campaign impression delivery reports, attendance reports, or other proof of performance. Advertiser will only disclose Posting Information to its Representatives that have a need to know and who are subject to a confidentiality obligation at least as restrictive as this Agreement. Advertiser will only disclose the Posting Information, in whole or in part, to a third party with the express, prior written consent of NCM and provided such third party is subject to a confidentiality obligation at least as restrictive as this Agreement. If Advertiser is an agency signing on behalf of another advertising party, Advertiser will ensure that such advertising party complies with the terms of this Agreement.

15. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's right hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed

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unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by a party will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within such party's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. The Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Each party agrees that electronic signatures of the parties, whether digital or encrypted, have the same force and effect as manual signatures. Counterpart signatures, whether digital or manual, may be delivered by fax, email or other electronic means.



Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	Fullerton School District
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	ORD-1908-00635
Billing Frequency Requested:	Monthly Installments <i>PLEASE NOTE: Online advertising is billed based on the number of actual monthly impressions and <u>cannot</u> be billed in equal monthly installments.</i>

Purchase Order number to be referenced (when applicable):

Check this box if you would like to receive electronic invoices:

***Other Billing Instructions:**

CONSENT ITEM

DATE: September 10, 2019

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

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

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR ROBERT COGHLAN, PH.D., TO ATTEND FORECAST5 ANALYTICS NATIONAL CONFERENCE IN SCHAUMBURG, ILLINOIS, OCTOBER 9-12, 2019**

Background: On June 18, 2019, the Board of Trustees approved an agreement with Forecast5 Analytics. Forecast5 Analytics offers a faster, easier, more flexible and versatile alternative to traditional spreadsheet-based methods. Their software will enable the District to create multi-year projections, compare performance and spending against other districts, and analyze testing and achievement results by site throughout the District. The Annual National Conference includes workshops and hands-on training with the software program.

Dr. Coghlan’s attendance at this conference will support the Fullerton School District’s Board of Trustees Annual Goal to ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost is not to exceed \$2,000 and will be paid from the Business Services funds.

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

RC:yd

CONSENT ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY AGREEMENT WITH ENERGAGE EFFECTIVE AUGUST 12, 2019

Background: Energage is an online employer branding tool. They help to bridge employee communication and effective leadership. It also provides insights that help in hiring and retaining the right staff for employers.

Rationale: Partnering with Energage will help the District acquire and assess valuable employee information to improve job satisfaction and recruitment efforts.

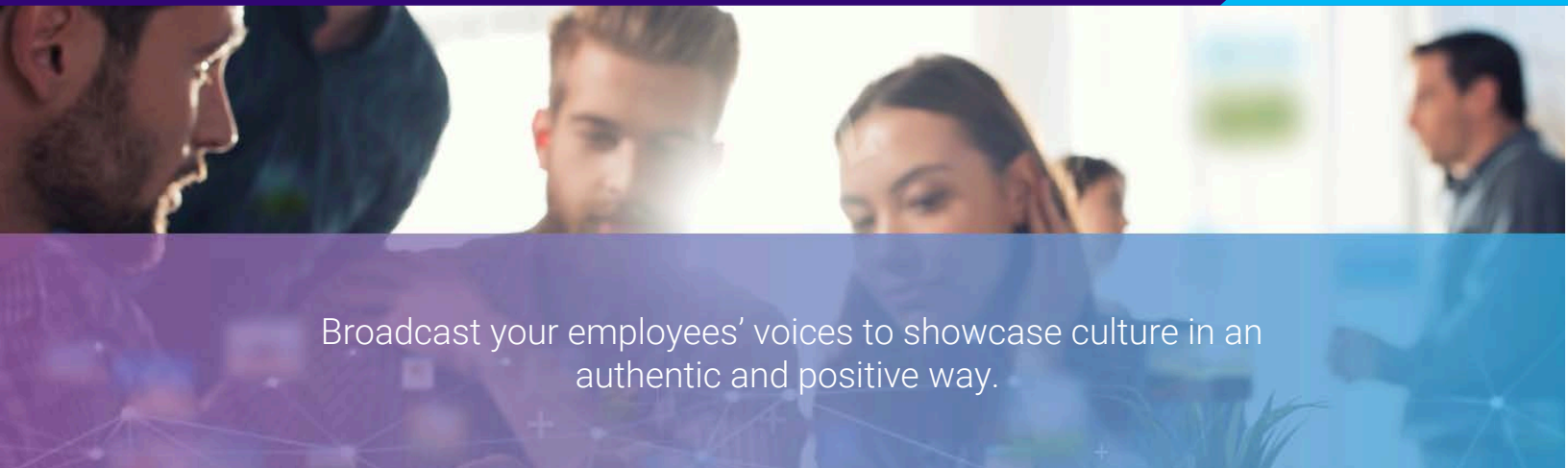
Funding: Cost not to exceed \$5,000 and is to be charged to Certificated Personnel budget (#553).

Recommendation: Approve/ratify agreement with Energage effective August 12, 2019.

CH:nm
Attachment

Employer Branding

Recruit and retain the right talent



Broadcast your employees' voices to showcase culture in an authentic and positive way.

Number of employees

Package price

What's Included:

- Employee communication tools to close the loop and socialize insights to employees and leadership
- Employer branding instruments, such as Culture Facts and Badges, that make it easy to tell a positive and authentic cultural narrative and highlight your key characteristics
- Employee advocacy tools that make it easy for employees to celebrate and share your organization's culture
- Recruiting insights that help you hire and retain the right talent to achieve your business goals

Price

Prepared for

Prepared by

Energage
397 Eagleview Blvd. Ste 200
Exton, PA 19341



Quote

Energage, LLC.
397 Eagleview Blvd, Suite 200
Exton, PA 19341

Customer:
Fullerton School District

Fullerton, California, 92833
United States

Order Number: Q006751
Expiration Date: 08/19/2019
Payment Terms: Net 30
Payment Method: Credit Card

Subscription Terms

Contract Term: 12
Contract Start Date: 08/12/2019
Contract End Date: 08/11/2020

Product	Product Type	Billing Frequency	Start Date	Terms (Months)	End Date	Quantity	Effective Price / Billing Period	Total Contract Term
Employer Branding - Annual Employer Branding Subscription Fee	Recurring	Annual	08/12/2019	12	08/11/2020	1455 Employees	\$5,000.00	\$5,000.00

Total One-Time Charges: \$ 0.00
Total Recurring Charges: \$5,000.00
Total Investment: \$5,000.00

Notes

For any questions, please contact:
Marissa Lende
marissa.lende@energage.com
(484) 323-6297

DISCUSSION/ACTION ITEM

DATE: September 10, 2019

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

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

SUBJECT: HEAR PRESENTATION AND APPROVE 2018/2019 UNAUDITED ACTUALS AND CONCURRENTLY APPROVE THE 2019/2020 REVISED BUDGET FOR FUND 51 BOND INTEREST AND REDEMPTION FUND AND THE FUND BALANCE CHANGES AS THE DISTRICT'S 2019/2020 BEGINNING BUDGETED BALANCES OF THE LEGISLATIVE BODY OF THE FULLERTON SCHOOL DISTRICT (DISTRICT 22), FULLERTON SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE, DISTRICT 40), AND FULLERTON SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS, DISTRICT 48)

Background: On or before September 15 of each year, the Board must review and approve the "Unaudited Actuals" for the fiscal year ended June 30. The "Unaudited Actuals" present, for each fund in the District, the actual financial results for the previous fiscal year. A Statement of Revenues, Expenditures, and Changes in Fund Balance, as well as a Balance Sheet, is presented for each fund. These financial statements become the basis for the District's annual external audit.

The financial statements, in the format required by the California Department of Education, are attached. An additional narrative and set of fund summary statements are attached for the District.

Approval is requested for the following districts governed by the Fullerton School District Board of Trustees: Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Rationale: According to Education Code 42100, the governing board of each school district shall approve an annual statement of all receipts and expenditures of the district for the preceding fiscal year on or before September 15.

Funding: Not applicable.

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

FULLERTON SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DATE: September 10, 2019
TO: Board of Trustees
Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D.
Assistant Superintendent, Business Services
SUBJECT: 2018/2019 UNAUDITED ACTUALS REPORT

The Unaudited Actuals Report is one of three financial statements school districts are required to report to the State and provide to the public annually. Each report presents the actual results of financial operations for the year-to-date. The report presents information so that the District, County Office of Education, and State can review the District's fiscal viability for the current and two subsequent fiscal years. The three reports and the fiscal period reported are as follows:

<u>Report</u>	<u>Period Covered</u>	<u>Filing Date</u>
First Interim	July 1 – October 31	December 15
Second Interim	July 1 – January 31	March 15
Unaudited Actuals	July 1 – June 30	September 15

The Unaudited Actuals Report presents the final financial results for the fiscal year. The report presents detailed financial statements for each fund and account group of the District. Also included in the report is information concerning attendance, revenue limit, long-term debt, and other accounting and statistical information. The Unaudited Actuals Report provides the financial information that will be audited by our independent auditors, and that will be the basis of our annual Audit Report.

Report Format: The format for our annual financial reporting is dictated to us by the State. The State provides each district with a computer program to utilize their mandated format. The required format is very detailed; the actual report is over 100 pages long. For the purpose of this summary report, we have provided a comparative (prior year and current year) Statement of Revenue, Expenditures, and Changes in Fund Balance for each fund. This statement reports actual results of operations for the fiscal years ended June 30, 2018, and 2019.

District Funds: All District funds, except for ASBs, are reported on the Unaudited Actuals Report. The District operates the following funds:

General Fund: The main operating fund of the District. All activities that are not required to be recorded in another fund are reported here. The majority of the dollar transactions of the District are recorded in the General Fund.

Child Development Fund: Reports financial activity related to federal, State, local and parent-funded childcare programs run by the District.

Cafeteria Fund: Reports all financial activity from District Nutrition Services operations.

Deferred Maintenance Fund: Reports major District maintenance projects.

Building Fund: Reports receipts from sales of capital facilities bonds and expenditures for facilities projects. The District has completed its bond program, so this fund is being spent down in anticipation of closure.

Capital Facilities Fund: Reports revenues received from developer fees and capital expenditures made necessary by growth in student enrollment.

Special Reserve Fund for Capital Outlay Projects: Reports receipt of redevelopment fees. This fund exists to provide for the accumulation of general fund moneys for capital outlay purposes.

Capital Projects Fund-Blended Component Units: Reports revenues and expenditures from the District's two Community Facility Districts (CFDs): District No. 2000-1 (Van Daele, District 40) and District No. 2001-1 (Amerige Heights, District 48).

Bond Interest and Redemption Fund: Reports taxes collected and repayment of capital improvement bonds.

Self-Insurance Fund: Reports three sub-funds: Dental, Property and Liability, and Workers' Compensation. These funds account for the financial activities of these self-insurance risks assumed by the District.

The District is required to use Governmental Accounting Standards, which means that funds are kept on a modified accrual basis. In general, only current receivables and payables are accrued. Long-term assets and liabilities are accounted for separately in two account groups:

Long-Term Debt Group of Accounts: Records debt that entails a multi-year commitment.

Fixed Assets Group of Accounts: Records capitalized fixed assets (buildings, land, equipment) and associated depreciation.

Financial Summary: The total General Fund experienced a net decrease in the ending fund balance for the year. The unrestricted fund experienced an excess of expenditures and other financing sources and uses over revenues for the year. The restricted (Categorical) fund experienced an excess of expenditures over revenues for the year. Summary results were as follows:

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total General Fund</u>
Revenues	\$121,726,387	\$33,461,975	\$155,188,362
Expenditures	(103,524,580)	(48,887,384)	(152,411,964)
Contributions	<u>(17,252,539)</u>	<u>17,252,539</u>	<u>Ø</u>
Net Increase (Decrease) in Fund Balance	<u>(\$ 949,268)</u>	<u>(\$1,827,130)</u>	<u>(\$ 2,776,398)</u>

Ending Fund Balance: This provides the District with a General Fund ending fund balance of \$37,995,051. This is comprised of:

Reserved Amounts	\$ 217,392
Legally Restricted Balances	5,127,310
Assigned Balances	5,254,869
Designated for Economic Uncertainties	4,578,359
Unassigned	<u>22,823,121</u>
TOTAL	<u><u>\$37,995,051</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
UNRESTRICTED GENERAL FUND
2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ 108,826,552	\$ 115,164,777
Federal Revenues	-	-
State Revenues	4,471,974	5,075,323
Other Local Revenues	1,401,840	1,486,287
Total Revenues	<u>\$ 114,700,366</u>	<u>\$ 121,726,387</u>
Expenditures		
Certificated Salaries	\$ 51,812,963	\$ 52,035,352
Classified Salaries	14,043,115	14,923,002
Employee Benefits	23,221,910	25,283,120
Books and Supplies	5,932,182	4,844,849
Services and Other Operating	6,096,224	6,304,380
Capital Outlay	187,833	258,180
Other Outgo	771,146	770,504
Direct Support	(967,762)	(894,807)
Total Expenditures	<u>\$ 101,097,611</u>	<u>\$ 103,524,580</u>
 Excess (deficiency) of revenues over expenditures	 \$ 13,602,755	 \$ 18,201,807
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	(16,747,517)	(17,252,539)
Total Other Financing Sources (Uses)	<u>\$ (16,747,517)</u>	<u>\$ (17,252,539)</u>
 Excess (deficiency) of revenues over expenditures and other sources (uses)	 \$ (3,144,762)	 \$ 949,268
<hr/>		
Beginning Fund Balance	\$ 35,063,235	\$ 31,918,473
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	35,063,235	31,918,473
Ending Fund Balance	<u>\$ 31,918,473</u>	<u>\$ 32,867,741</u>
 <i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	23,085	27,556
Reserve for Prepaid Exp	223,481	139,836
Reserve for Econ Uncertainties	4,298,566	4,572,359
Other Assignments	5,571,094	5,254,869
Legally Restricted Fund Balance	-	-
Unassigned	21,752,247	22,823,121
Total Ending Fund Balance	<u>\$ 31,918,473</u>	<u>\$ 32,867,741</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 RESTRICTED GENERAL FUND
 2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	6,494,434	6,621,330
State Revenues	9,199,910	15,533,967
Other Local Revenues	9,470,085	11,306,679
Total Revenues	<u>\$ 25,164,429</u>	<u>\$ 33,461,976</u>
Expenditures		
Certificated Salaries	\$ 11,746,213	\$ 11,954,844
Classified Salaries	7,915,581	8,123,438
Employee Benefits	12,478,300	18,690,979
Books and Supplies	4,134,965	2,924,055
Services and Other Operating	3,363,469	3,770,100
Capital Outlay	1,027,700	1,995,124
Other Outgo	1,013,013	955,587
Direct Support	508,671	473,257
Total Expenditures	<u>\$ 42,187,912</u>	<u>\$ 48,887,384</u>
Excess (deficiency) of revenues over expenditures	\$ (17,023,483)	\$ (15,425,408)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	16,747,517	17,252,539
Total Other Financing Sources (Uses)	<u>\$ 16,747,517</u>	<u>\$ 17,252,539</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (275,966)	\$ 1,827,131
Beginning Fund Balance	<u>\$ 3,576,145</u>	<u>\$ 3,300,179</u>
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>3,576,145</u>	<u>3,300,179</u>
Ending Fund Balance	<u>\$ 3,300,179</u>	<u>\$ 5,127,310</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	-	-
Legally Restricted Fund Balance	3,300,179	5,127,310
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 3,300,179</u>	<u>\$ 5,127,310</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SUMMARY (COMBINED UNRESTRICTED + RESTRICTED) GENERAL FUND
2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ 108,826,552	\$ 115,164,777
Federal Revenues	6,494,434	6,621,330
State Revenues	13,671,884	20,609,290
Other Local Revenues	10,871,925	12,792,966
Total Revenues	<u>\$ 139,864,795</u>	<u>\$ 155,188,363</u>
Expenditures		
Certificated Salaries	\$ 63,559,176	\$ 63,990,196
Classified Salaries	21,958,696	23,046,440
Employee Benefits	35,700,210	43,974,099
Books and Supplies	10,067,147	7,768,904
Services and Other Operating	9,459,693	10,074,480
Capital Outlay	1,215,533	2,253,304
Other Outgo	1,784,159	1,726,091
Direct Support	(459,091)	(421,550)
Total Expenditures	<u>\$ 143,285,523</u>	<u>\$ 152,411,964</u>
Excess (deficiency) of revenues over expenditures	\$ (3,420,728)	\$ 2,776,399
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (3,420,728)	\$ 2,776,399
Beginning Fund Balance		
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>38,639,380</u>	<u>35,218,652</u>
Ending Fund Balance	<u>\$ 35,218,652</u>	<u>\$ 37,995,051</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	23,085	27,556
Reserve for Prepaid Exp	223,481	139,836
Reserve for Econ Uncertainties	4,298,566	4,572,359
Other Assignments	5,571,094	5,254,869
Legally Restricted Fund Balance	3,300,179	5,127,310
Unassigned	21,752,247	22,823,121
Total Ending Fund Balance	<u>\$ 35,218,652</u>	<u>\$ 37,995,051</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CHILD DEVELOPMENT FUND
2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	2,108,552	2,340,718
Other Local Revenues	2,333,608	2,282,636
Total Revenues	<u>\$ 4,442,160</u>	<u>\$ 4,623,354</u>
Expenditures		
Certificated Salaries	\$ 785,832	\$ 783,146
Classified Salaries	2,094,789	1,998,564
Employee Benefits	993,573	1,162,072
Books and Supplies	187,175	199,865
Services and Other Operating	102,911	91,720
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	199,852	179,381
Total Expenditures	<u>\$ 4,364,132</u>	<u>\$ 4,414,748</u>
Excess (deficiency) of revenues over expenditures	\$ 78,028	\$ 208,606
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 78,028	\$ 208,606
<hr/>		
Beginning Fund Balance	\$ 707,410	\$ 785,438
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	707,410	785,438
Ending Fund Balance	<u>\$ 785,438</u>	<u>\$ 994,044</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	785,438	994,044
Legally Restricted Fund Balance	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 785,438</u>	<u>\$ 994,044</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CAFETERIA FUND
2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	3,999,288	4,060,250
State Revenues	247,706	351,660
Other Local Revenues	1,310,495	1,351,910
Total Revenues	<u>\$ 5,557,489</u>	<u>\$ 5,763,820</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	1,914,717	1,983,845
Employee Benefits	797,471	961,263
Books and Supplies	2,377,250	2,317,861
Services and Other Operating	244,688	294,029
Capital Outlay	24,848	181,757
Other Outgo	-	-
Direct Support	259,239	242,169
Total Expenditures	<u>\$ 5,618,213</u>	<u>\$ 5,980,924</u>
Excess (deficiency) of revenues over expenditures	\$ (60,724)	\$ (217,104)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (60,724)	\$ (217,104)
<hr/>		
Beginning Fund Balance	\$ 2,214,550	\$ 2,153,826
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	2,214,550	2,153,826
Ending Fund Balance	<u>\$ 2,153,826</u>	<u>\$ 1,936,722</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 820	\$ 229
Reserve for Stores	92,227	92,284
Reserve for Prepaid Exp	2,699	398
Reserve for Econ Uncertainties	-	-
Other Assignments	2,058,080	1,843,811
Legally Restricted Fund Balance	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 2,153,826</u>	<u>\$ 1,936,722</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 DEFERRED MAINTENANCE FUND
 2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,639	1,209
Total Revenues	<u>\$ 1,639</u>	<u>\$ 1,209</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	84	30
Capital Outlay	268,125	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 268,209</u>	<u>\$ 30</u>
Excess (deficiency) of revenues over expenditures	\$ (266,570)	\$ 1,179
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (266,570)	\$ 1,179
<hr/>		
Beginning Fund Balance	\$ 322,112	\$ 55,542
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	322,112	55,542
Ending Fund Balance	<u>\$ 55,542</u>	<u>\$ 56,721</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	55,542	56,721
Legally Restricted Fund Balance	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 55,542</u>	<u>\$ 56,721</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
BUILDING FUND
2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	338	322
Total Revenues	\$ 338	\$ 322
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	40,284	-
Direct Support	-	-
Total Expenditures	\$ 40,284	\$ -
Excess (deficiency) of revenues over expenditures	\$ (39,946)	\$ 322
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (39,946)	\$ 322
Beginning Fund Balance	\$ 48,355	\$ 8,409
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	48,355	8,409
Ending Fund Balance	\$ 8,409	\$ 8,731
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	8,409	8,731
Legally Restricted Fund Balance	-	-
Unassigned	-	-
Total Ending Fund Balance	\$ 8,409	\$ 8,731

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL FACILITIES FUND
 2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	312,749	891,144
Total Revenues	<u>\$ 312,749</u>	<u>\$ 891,144</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	128,818	34,760
Services and Other Operating	95,337	308,651
Capital Outlay	17,804	1,546,293
Other Outgo	31,460	31,460
Direct Support	-	-
Total Expenditures	<u>\$ 273,419</u>	<u>\$ 1,921,164</u>
Excess (deficiency) of revenues over expenditures	\$ 39,330	\$ (1,030,020)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 39,330	\$ (1,030,020)
<hr/>		
Beginning Fund Balance	\$ 2,290,296	\$ 2,329,626
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	2,290,296	2,329,626
Ending Fund Balance	<u>\$ 2,329,626</u>	<u>\$ 1,299,606</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	2,329,626	1,299,606
Legally Restricted Fund Balance	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 2,329,626</u>	<u>\$ 1,299,606</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SPECIAL RESERVE FUND - CAPITAL OUTLAY PROJECTS
2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	732,851	903,429
Total Revenues	\$ 732,851	\$ 903,429
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	133,805	178,048
Services and Other Operating	59,672	11,523
Capital Outlay	451,031	933,606
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	\$ 644,508	\$ 1,123,177
Excess (deficiency) of revenues over expenditures	\$ 88,343	\$ (219,748)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 88,343	\$ (219,748)
Beginning Fund Balance	\$ 2,663,646	\$ 2,751,989
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	2,663,646	2,751,989
Ending Fund Balance	\$ 2,751,989	\$ 2,532,241
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	2,412,048	1,346,533
Legally Restricted Fund Balance	339,941	1,185,708
Unassigned	-	-
Total Ending Fund Balance	\$ 2,751,989	\$ 2,532,241

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL PROJECTS FUND - BLENDED COMPONENTS
 2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,130,235	897,491
Total Revenues	<u>\$ 1,130,235</u>	<u>\$ 897,491</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	146,850	130,421
Capital Outlay	-	-
Other Outgo	637,327	635,563
Direct Support	-	-
Total Expenditures	<u>\$ 784,177</u>	<u>\$ 765,984</u>
Excess (deficiency) of revenues over expenditures	\$ 346,058	\$ 131,507
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Uses	(326,066)	(237,406)
Total Other Financing Sources (Uses)	<u>\$ (326,066)</u>	<u>\$ (237,406)</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ 19,992</u>	<u>\$ (105,899)</u>
Beginning Fund Balance	\$ 562,622	\$ 582,614
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	562,622	582,614
Ending Fund Balance	<u>\$ 582,614</u>	<u>\$ 476,715</u>
 <i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	-	-
Legally Restricted Fund Balance	582,614	476,715
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 582,614</u>	<u>\$ 476,715</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 BOND INTEREST AND REDEMPTION FUND
 2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	24,536	22,867
Other Local Revenues	3,943,705	4,020,270
Total Revenues	\$ 3,968,241	\$ 4,043,137
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	3,707,175	3,717,232
Direct Support	-	-
Total Expenditures	\$ 3,707,175	\$ 3,717,232
Excess (deficiency) of revenues over expenditures	\$ 261,066	\$ 325,905
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	8,873
Total Other Financing Sources (Uses)	\$ -	\$ 8,873
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 261,066	\$ 334,778
Beginning Fund Balance	\$ 3,200,241	\$ 3,464,082
Other Restatements	2,775	4,363
Adjusted Beginning Fund Balance	3,203,016	3,468,445
Ending Fund Balance	\$ 3,464,082	\$ 3,803,223
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	-	-
Legally Restricted Balance	3,464,082	3,803,223
Unassigned	-	-
Total Ending Fund Balance	\$ 3,464,082	\$ 3,803,223

FULLERTON ELEMENTARY SCHOOL DISTRICT
 SELF INSURANCE FUND
 2018-19

	Unaudited Actuals 2017-18	Unaudited Actuals 2018-19
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	10,647
Other Local Revenues	1,963,958	2,177,723
Total Revenues	<u>\$ 1,963,958</u>	<u>\$ 2,188,370</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	156,568	168,195
Employee Benefits	76,978	94,282
Books and Supplies	143,795	83,269
Services and Other Operating	1,423,588	1,736,538
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 1,800,929</u>	<u>\$ 2,082,284</u>
Excess (deficiency) of revenues over expenditures	\$ 163,029	\$ 106,086
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 163,029	\$ 106,086
<hr/>		
Beginning Net Position	\$ 1,559,916	\$ 1,722,945
Audit Adjustment	-	-
Adjusted Beginning Net Position	1,559,916	1,722,945
Ending Net Position	<u>\$ 1,722,945</u>	<u>\$ 1,829,031</u>
<i>Components of Ending Net Position:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Other Assignments	-	-
Legally Restricted Fund Balance	-	-
Unrestricted Net Position	1,722,945	1,829,031
Total Ending Net Position	<u>\$ 1,722,945</u>	<u>\$ 1,829,031</u>

Unaudited Actuals
FINANCIAL REPORTS
2018-19 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	64.42%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2020-21 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption. Adjusted Appropriations Limit Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$0.00
		\$87,141,964.46
		\$87,141,964.46
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2020-21, subject to CDE approval.	4.30%

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2018-19 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 10, 2019

To the Superintendent of Public Instruction:

2018-19 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

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G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2018-19 Unaudited Actuals	2019-20 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund		
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units	G	G
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund	G	G
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals	S	
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities	GS	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2018-19 Unaudited Actuals	2019-20 Budget
PCR	Program Cost Report	GS	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	115,164,777.00	0.00	115,164,777.00	116,642,739.00	0.00	116,642,739.00	1.3%
2) Federal Revenue		8100-8299	0.00	6,621,329.90	6,621,329.90	0.00	6,421,685.00	6,421,685.00	-3.0%
3) Other State Revenue		8300-8599	5,075,322.66	15,533,966.72	20,609,289.38	2,439,721.00	3,177,837.00	5,617,558.00	-72.7%
4) Other Local Revenue		8600-8799	1,486,287.12	11,306,678.84	12,792,965.96	761,511.00	8,125,635.00	8,887,146.00	-30.5%
5) TOTAL, REVENUES			121,726,386.78	33,461,975.46	155,188,362.24	119,843,971.00	17,725,157.00	137,569,128.00	-11.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	52,035,352.90	11,954,843.12	63,990,196.02	52,751,509.00	12,214,446.00	64,965,955.00	1.5%
2) Classified Salaries		2000-2999	14,923,002.17	8,123,437.59	23,046,439.76	15,019,534.00	8,261,151.00	23,280,685.00	1.0%
3) Employee Benefits		3000-3999	25,283,120.10	18,690,979.17	43,974,099.27	27,473,550.00	8,298,300.00	35,771,850.00	-18.7%
4) Books and Supplies		4000-4999	4,844,848.73	2,924,055.19	7,768,903.92	3,381,061.00	1,543,076.00	4,924,137.00	-36.6%
5) Services and Other Operating Expenditures		5000-5999	6,304,379.68	3,770,100.48	10,074,480.16	6,003,077.00	2,983,236.00	8,986,313.00	-10.8%
6) Capital Outlay		6000-6999	258,179.52	1,995,123.82	2,253,303.34	167,511.00	1,030,000.00	1,197,511.00	-46.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	770,504.14	955,587.43	1,726,091.57	778,275.00	1,016,915.00	1,795,190.00	4.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(894,807.03)	473,256.78	(421,550.25)	(865,196.00)	453,600.00	(411,596.00)	-2.4%
9) TOTAL, EXPENDITURES			103,524,580.21	48,887,383.58	152,411,963.79	104,709,321.00	35,800,724.00	140,510,045.00	-7.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			18,201,806.57	(15,425,408.12)	2,776,398.45	15,134,650.00	(18,075,567.00)	(2,940,917.00)	-205.9%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			949,267.73	1,827,130.72	2,776,398.45	(2,940,917.00)	0.00	(2,940,917.00)	-205.9%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	31,918,473.14	3,300,179.50	35,218,652.64	32,867,740.87	5,127,310.22	37,995,051.09	7.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,918,473.14	3,300,179.50	35,218,652.64	32,867,740.87	5,127,310.22	37,995,051.09	7.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,918,473.14	3,300,179.50	35,218,652.64	32,867,740.87	5,127,310.22	37,995,051.09	7.9%
2) Ending Balance, June 30 (E + F1e)			32,867,740.87	5,127,310.22	37,995,051.09	29,926,823.87	5,127,310.22	35,054,134.09	-7.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	27,555.90	0.00	27,555.90	70,000.00	0.00	70,000.00	154.0%
Prepaid Items		9713	139,836.05	0.00	139,836.05	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	5,127,310.22	5,127,310.22	0.00	5,127,310.22	5,127,310.22	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	5,254,869.00	0.00	5,254,869.00	4,000,000.00	0.00	4,000,000.00	-23.9%
LCFF Supplemental 302	0000	9780	660,202.00		660,202.00				
LCFF Base 304	0000	9780	444,030.00		444,030.00				
Educational Services 384	0000	9780	150,637.00		150,637.00				
Textbook Adoptions	0000	9780	3,400,000.00		3,400,000.00				
Deferred Maintenance	0000	9780	600,000.00		600,000.00				
Textbook Adoptions	0000	9780				3,400,000.00		3,400,000.00	
Deferred Maintenance	0000	9780				600,000.00		600,000.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	4,572,359.00	0.00	4,572,359.00	4,215,302.00	0.00	4,215,302.00	-7.8%
Unassigned/Unappropriated Amount			22,823,120.92	0.00	22,823,120.92	21,591,521.87	0.00	21,591,521.87	-5.4%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	34,803,984.36	(118,421.26)	34,685,563.10				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	50,000.00	0.00	50,000.00				
d) with Fiscal Agent/Trustee		9135	143,600.00	0.00	143,600.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	1,528,211.77	1,613,729.53	3,141,941.30				
4) Due from Grantor Government		9290	0.00	4,015,879.81	4,015,879.81				
5) Due from Other Funds		9310	382,507.45	0.00	382,507.45				
6) Stores		9320	27,555.90	0.00	27,555.90				
7) Prepaid Expenditures		9330	139,836.05	0.00	139,836.05				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			37,075,695.53	5,511,188.08	42,586,883.61				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	3,842,523.33	333,861.80	4,176,385.13				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	365,431.33	0.00	365,431.33				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	50,016.06	50,016.06				
6) TOTAL, LIABILITIES			4,207,954.66	383,877.86	4,591,832.52				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			32,867,740.87	5,127,310.22	37,995,051.09				

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	49,375,694.85	0.00	49,375,694.85	52,493,765.00	0.00	52,493,765.00	6.3%
Education Protection Account State Aid - Current Year		8012	11,631,392.00	0.00	11,631,392.00	10,273,521.00	0.00	10,273,521.00	-11.7%
State Aid - Prior Years		8019	(37.00)	0.00	(37.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	209,167.95	0.00	209,167.95	209,168.00	0.00	209,168.00	0.0%
Timber Yield Tax		8022	0.17	0.00	0.17	5.00	0.00	5.00	2841.2%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	38,220,229.37	0.00	38,220,229.37	38,508,351.00	0.00	38,508,351.00	0.8%
Unsecured Roll Taxes		8042	1,183,824.87	0.00	1,183,824.87	1,158,569.00	0.00	1,158,569.00	-2.1%
Prior Years' Taxes		8043	424,871.02	0.00	424,871.02	428,591.00	0.00	428,591.00	0.9%
Supplemental Taxes		8044	1,806,052.82	0.00	1,806,052.82	1,734,421.00	0.00	1,734,421.00	-4.0%
Education Revenue Augmentation Fund (ERAF)		8045	8,526,231.17	0.00	8,526,231.17	8,272,350.00	0.00	8,272,350.00	-3.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	3,787,349.78	0.00	3,787,349.78	3,563,998.00	0.00	3,563,998.00	-5.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			115,164,777.00	0.00	115,164,777.00	116,642,739.00	0.00	116,642,739.00	1.3%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			115,164,777.00	0.00	115,164,777.00	116,642,739.00	0.00	116,642,739.00	1.3%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,445,067.00	2,445,067.00	0.00	2,445,067.00	2,445,067.00	0.0%
Special Education Discretionary Grants		8182	0.00	68,032.00	68,032.00	0.00	68,032.00	68,032.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,428,726.74	2,428,726.74		2,630,839.00	2,630,839.00	8.3%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		362,527.65	362,527.65		363,593.00	363,593.00	0.3%
Title III, Part A, Immigrant Student Program	4201	8290		30,095.00	30,095.00		26,700.00	26,700.00	-11.3%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		373,192.70	373,192.70		353,800.00	353,800.00	-5.2%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		505,013.68	505,013.68		168,654.00	168,654.00	-66.6%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	408,675.13	408,675.13	0.00	365,000.00	365,000.00	-10.7%
TOTAL, FEDERAL REVENUE			0.00	6,621,329.90	6,621,329.90	0.00	6,421,685.00	6,421,685.00	-3.0%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	2,779,856.00	0.00	2,779,856.00	407,804.00	0.00	407,804.00	-85.3%
Lottery - Unrestricted and Instructional Materials		8560	2,231,117.66	947,822.69	3,178,940.35	1,994,917.00	700,203.00	2,695,120.00	-15.2%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		1,788,254.31	1,788,254.31		1,655,783.00	1,655,783.00	-7.4%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		1,855.14	1,855.14		464.00	464.00	-75.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	64,349.00	12,796,034.58	12,860,383.58	37,000.00	821,387.00	858,387.00	-93.3%
TOTAL, OTHER STATE REVENUE			5,075,322.66	15,533,966.72	20,609,289.38	2,439,721.00	3,177,837.00	5,617,558.00	-72.7%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	3,609.37	0.00	3,609.37	15,000.00	0.00	15,000.00	315.6%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	39,074.35	0.00	39,074.35	75,000.00	0.00	75,000.00	91.9%
Interest		8660	611,279.82	0.00	611,279.82	400,000.00	0.00	400,000.00	-34.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	536.65	0.00	536.65	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	1,800.00	1,800.00	0.00	0.00	0.00	-100.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	831,786.93	3,705,230.67	4,537,017.60	271,511.00	1,213,614.00	1,485,125.00	-67.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		7,599,648.17	7,599,648.17		6,912,021.00	6,912,021.00	-9.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,486,287.12	11,306,678.84	12,792,965.96	761,511.00	8,125,635.00	8,887,146.00	-30.5%
TOTAL, REVENUES			121,726,386.78	33,461,975.46	155,188,362.24	119,843,971.00	17,725,157.00	137,569,128.00	-11.4%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	43,792,983.28	9,992,393.38	53,785,376.66	44,255,857.00	10,114,276.00	54,370,133.00	1.1%
Certificated Pupil Support Salaries		1200	1,552,048.79	1,167,340.00	2,719,388.79	1,660,347.00	1,075,283.00	2,735,630.00	0.6%
Certificated Supervisors' and Administrators' Salaries		1300	5,940,065.43	785,819.64	6,725,885.07	6,104,410.00	1,018,387.00	7,122,797.00	5.9%
Other Certificated Salaries		1900	750,255.40	9,290.10	759,545.50	730,895.00	6,500.00	737,395.00	-2.9%
TOTAL, CERTIFICATED SALARIES			52,035,352.90	11,954,843.12	63,990,196.02	52,751,509.00	12,214,446.00	64,965,955.00	1.5%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,430,596.25	5,139,982.13	6,570,578.38	1,783,805.00	5,129,465.00	6,913,270.00	5.2%
Classified Support Salaries		2200	6,927,568.08	1,125,301.51	8,052,869.59	6,729,065.00	1,161,927.00	7,890,992.00	-2.0%
Classified Supervisors' and Administrators' Salaries		2300	1,343,621.07	879,139.77	2,222,760.84	1,325,216.00	991,621.00	2,316,837.00	4.2%
Clerical, Technical and Office Salaries		2400	4,645,672.67	923,982.95	5,569,655.62	4,572,726.00	960,029.00	5,532,755.00	-0.7%
Other Classified Salaries		2900	575,544.10	55,031.23	630,575.33	608,722.00	18,109.00	626,831.00	-0.6%
TOTAL, CLASSIFIED SALARIES			14,923,002.17	8,123,437.59	23,046,439.76	15,019,534.00	8,261,151.00	23,280,685.00	1.0%
EMPLOYEE BENEFITS									
STRS		3101-3102	8,354,168.53	12,000,941.76	20,355,110.29	8,784,298.00	2,070,113.00	10,854,411.00	-46.7%
PERS		3201-3202	2,200,913.32	2,206,190.55	4,407,103.87	2,603,929.00	1,471,439.00	4,075,368.00	-7.5%
OASDI/Medicare/Alternative		3301-3302	1,818,631.54	763,693.84	2,582,325.38	1,967,185.00	836,578.00	2,803,763.00	8.6%
Health and Welfare Benefits		3401-3402	11,104,585.80	3,188,663.57	14,293,249.37	12,174,521.00	3,376,096.00	15,550,617.00	8.8%
Unemployment Insurance		3501-3502	32,893.66	9,824.47	42,718.13	33,981.00	10,327.00	44,308.00	3.7%
Workers' Compensation		3601-3602	804,675.54	241,022.38	1,045,697.92	602,602.00	246,357.00	848,959.00	-18.8%
OPEB, Allocated		3701-3702	602,701.35	280,642.60	883,343.95	935,150.00	287,390.00	1,222,540.00	38.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	364,550.36	0.00	364,550.36	371,884.00	0.00	371,884.00	2.0%
TOTAL, EMPLOYEE BENEFITS			25,283,120.10	18,690,979.17	43,974,099.27	27,473,550.00	8,298,300.00	35,771,850.00	-18.7%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	266,169.33	266,169.33	0.00	200,000.00	200,000.00	-24.9%
Books and Other Reference Materials		4200	0.00	0.00	0.00	200.00	0.00	200.00	New
Materials and Supplies		4300	3,829,849.20	2,187,751.20	6,017,600.40	3,093,950.00	1,145,512.00	4,239,462.00	-29.5%
Noncapitalized Equipment		4400	1,014,999.53	470,134.66	1,485,134.19	286,911.00	197,564.00	484,475.00	-67.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,844,848.73	2,924,055.19	7,768,903.92	3,381,061.00	1,543,076.00	4,924,137.00	-36.6%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	433,076.99	433,076.99	0.00	365,000.00	365,000.00	-15.7%
Travel and Conferences		5200	353,584.24	151,409.93	504,994.17	351,259.00	127,319.00	478,578.00	-5.2%
Dues and Memberships		5300	71,095.15	2,175.00	73,270.15	48,600.00	4,100.00	52,700.00	-28.1%
Insurance		5400 - 5450	863,335.00	14,864.00	878,199.00	766,100.00	15,000.00	781,100.00	-11.1%
Operations and Housekeeping Services		5500	1,787,697.57	0.00	1,787,697.57	1,970,000.00	0.00	1,970,000.00	10.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	308,787.68	356,827.92	665,615.60	324,117.00	356,800.00	680,917.00	2.3%
Transfers of Direct Costs		5710	(161,020.24)	161,020.24	0.00	(64,172.00)	64,172.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(5,349.98)	0.00	(5,349.98)	(11,600.00)	(500.00)	(12,100.00)	126.2%
Professional/Consulting Services and Operating Expenditures		5800	2,144,687.77	2,612,951.76	4,757,639.53	2,170,910.00	2,024,845.00	4,195,755.00	-11.8%
Communications		5900	941,562.49	37,774.64	979,337.13	447,863.00	26,500.00	474,363.00	-51.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,304,379.68	3,770,100.48	10,074,480.16	6,003,077.00	2,983,236.00	8,986,313.00	-10.8%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	469,638.36	469,638.36	0.00	575,000.00	575,000.00	22.4%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	84,643.12	1,455,752.94	1,540,396.06	0.00	425,000.00	425,000.00	-72.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	14,731.45	51,005.67	65,737.12	147,511.00	0.00	147,511.00	124.4%
Equipment Replacement		6500	158,804.95	18,726.85	177,531.80	20,000.00	30,000.00	50,000.00	-71.8%
TOTAL, CAPITAL OUTLAY			258,179.52	1,995,123.82	2,253,303.34	167,511.00	1,030,000.00	1,197,511.00	-46.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	176,849.73	176,849.73	0.00	225,000.00	225,000.00	27.2%
Payments to County Offices		7142	246,273.20	778,737.70	1,025,010.90	250,000.00	791,915.00	1,041,915.00	1.6%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	145,144.97	0.00	145,144.97	134,175.00	0.00	134,175.00	-7.6%
Other Debt Service - Principal		7439	379,085.97	0.00	379,085.97	394,100.00	0.00	394,100.00	4.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			770,504.14	955,587.43	1,726,091.57	778,275.00	1,016,915.00	1,795,190.00	4.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(473,256.78)	473,256.78	0.00	(453,600.00)	453,600.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(421,550.25)	0.00	(421,550.25)	(411,596.00)	0.00	(411,596.00)	-2.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(894,807.03)	473,256.78	(421,550.25)	(865,196.00)	453,600.00	(411,596.00)	-2.4%
TOTAL, EXPENDITURES			103,524,580.21	48,887,383.58	152,411,963.79	104,709,321.00	35,800,724.00	140,510,045.00	-7.8%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	115,164,777.00	0.00	115,164,777.00	116,642,739.00	0.00	116,642,739.00	1.3%
2) Federal Revenue		8100-8299	0.00	6,621,329.90	6,621,329.90	0.00	6,421,685.00	6,421,685.00	-3.0%
3) Other State Revenue		8300-8599	5,075,322.66	15,533,966.72	20,609,289.38	2,439,721.00	3,177,837.00	5,617,558.00	-72.7%
4) Other Local Revenue		8600-8799	1,486,287.12	11,306,678.84	12,792,965.96	761,511.00	8,125,635.00	8,887,146.00	-30.5%
5) TOTAL REVENUES			121,726,386.78	33,461,975.46	155,188,362.24	119,843,971.00	17,725,157.00	137,569,128.00	-11.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		64,998,998.37	33,869,541.50	98,868,539.87	66,588,142.00	24,165,540.00	90,753,682.00	-8.2%
2) Instruction - Related Services	2000-2999		16,739,198.67	3,827,653.66	20,566,852.33	16,658,869.00	3,251,306.00	19,910,175.00	-3.2%
3) Pupil Services	3000-3999		5,920,738.22	3,739,259.11	9,659,997.33	5,912,164.00	2,233,541.00	8,145,705.00	-15.7%
4) Ancillary Services	4000-4999		26,283.06	3,142.00	29,425.06	19,837.00	0.00	19,837.00	-32.6%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		6,496,584.30	877,641.78	7,374,226.08	6,624,396.00	454,130.00	7,078,526.00	-4.0%
8) Plant Services	8000-8999		8,572,273.45	5,614,558.10	14,186,831.55	8,127,638.00	4,679,292.00	12,806,930.00	-9.7%
9) Other Outgo	9000-9999	Except 7600-7699	770,504.14	955,587.43	1,726,091.57	778,275.00	1,016,915.00	1,795,190.00	4.0%
10) TOTAL EXPENDITURES			103,524,580.21	48,887,383.58	152,411,963.79	104,709,321.00	35,800,724.00	140,510,045.00	-7.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			18,201,806.57	(15,425,408.12)	2,776,398.45	15,134,650.00	(18,075,567.00)	(2,940,917.00)	-205.9%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(17,252,538.84)	17,252,538.84	0.00	(18,075,567.00)	18,075,567.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			949,267.73	1,827,130.72	2,776,398.45	(2,940,917.00)	0.00	(2,940,917.00)	-205.9%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	31,918,473.14	3,300,179.50	35,218,652.64	32,867,740.87	5,127,310.22	37,995,051.09	7.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,918,473.14	3,300,179.50	35,218,652.64	32,867,740.87	5,127,310.22	37,995,051.09	7.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,918,473.14	3,300,179.50	35,218,652.64	32,867,740.87	5,127,310.22	37,995,051.09	7.9%
2) Ending Balance, June 30 (E + F1e)			32,867,740.87	5,127,310.22	37,995,051.09	29,926,823.87	5,127,310.22	35,054,134.09	-7.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	27,555.90	0.00	27,555.90	70,000.00	0.00	70,000.00	154.0%
Prepaid Items		9713	139,836.05	0.00	139,836.05	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	5,127,310.22	5,127,310.22	0.00	5,127,310.22	5,127,310.22	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	5,254,869.00	0.00	5,254,869.00	4,000,000.00	0.00	4,000,000.00	-23.9%
LCFF Supplemental 302	0000	9780	660,202.00		660,202.00				
LCFF Base 304	0000	9780	444,030.00		444,030.00				
Educational Services 384	0000	9780	150,637.00		150,637.00				
Textbook Adoptions	0000	9780	3,400,000.00		3,400,000.00				
Deferred Maintenance	0000	9780	600,000.00		600,000.00				
Textbook Adoptions	0000	9780				3,400,000.00		3,400,000.00	
Deferred Maintenance	0000	9780				600,000.00		600,000.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	4,572,359.00	0.00	4,572,359.00	4,215,302.00	0.00	4,215,302.00	-7.8%
Unassigned/Unappropriated Amount		9790	22,823,120.92	0.00	22,823,120.92	21,591,521.87	0.00	21,591,521.87	-5.4%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
5640	Medi-Cal Billing Option	131,077.56	131,077.56
6010	After School Education and Safety (ASES)	2,099.00	2,099.00
6300	Lottery: Instructional Materials	854,811.93	854,811.93
6512	Special Ed: Mental Health Services	228,740.75	228,740.75
7311	Classified School Employee Professional Development Block Grant	74,654.00	74,654.00
7510	Low-Performing Students Block Grant	737,034.04	737,034.04
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	2,046,975.69	2,046,975.69
9010	Other Restricted Local	1,051,917.25	1,051,917.25
Total, Restricted Balance		<u>5,127,310.22</u>	<u>5,127,310.22</u>

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,340,718.06	2,264,850.00	-3.2%
4) Other Local Revenue		8600-8799	2,282,636.19	2,519,304.00	10.4%
5) TOTAL, REVENUES			4,623,354.25	4,784,154.00	3.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	783,146.42	801,933.00	2.4%
2) Classified Salaries		2000-2999	1,998,562.46	2,099,914.00	5.1%
3) Employee Benefits		3000-3999	1,162,071.51	1,071,374.00	-7.8%
4) Books and Supplies		4000-4999	199,865.13	712,350.00	256.4%
5) Services and Other Operating Expenditures		5000-5999	91,720.35	87,556.00	-4.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	179,381.16	186,127.00	3.8%
9) TOTAL, EXPENDITURES			4,414,747.03	4,959,254.00	12.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			208,607.22	(175,100.00)	-183.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			208,607.22	(175,100.00)	-183.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	785,437.25	994,044.47	26.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			785,437.25	994,044.47	26.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			785,437.25	994,044.47	26.6%
2) Ending Balance, June 30 (E + F1e)			994,044.47	818,944.47	-17.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	994,044.47	818,944.47	-17.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,137,914.64		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,342.86		
4) Due from Grantor Government		9290	253,621.00		
5) Due from Other Funds		9310	65,449.29		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,459,327.79		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	131,270.58		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	132,028.94		
4) Current Loans		9640			
5) Unearned Revenue		9650	201,983.80		
6) TOTAL, LIABILITIES			465,283.32		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			994,044.47		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	2,078,874.00	2,145,950.00	3.2%
All Other State Revenue	All Other	8590	261,844.06	118,900.00	-54.6%
TOTAL, OTHER STATE REVENUE			2,340,718.06	2,264,850.00	-3.2%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	26,828.94	17,500.00	-34.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	1.93	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	2,254,617.24	2,501,804.00	11.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,188.08	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,282,636.19	2,519,304.00	10.4%
TOTAL, REVENUES			4,623,354.25	4,784,154.00	3.5%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	617,181.94	622,492.00	0.9%
Certificated Pupil Support Salaries		1200	97,719.04	111,538.00	14.1%
Certificated Supervisors' and Administrators' Salaries		1300	68,245.44	67,903.00	-0.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			783,146.42	801,933.00	2.4%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,697,582.38	1,755,981.00	3.4%
Classified Support Salaries		2200	669.45	6,000.00	796.3%
Classified Supervisors' and Administrators' Salaries		2300	129,162.66	126,646.00	-1.9%
Clerical, Technical and Office Salaries		2400	171,147.97	211,287.00	23.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,998,562.46	2,099,914.00	5.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	182,084.40	106,973.00	-41.3%
PERS		3201-3202	397,258.55	351,307.00	-11.6%
OASDI/Medicare/Alternative		3301-3302	169,924.76	177,146.00	4.2%
Health and Welfare Benefits		3401-3402	339,190.55	359,043.00	5.9%
Unemployment Insurance		3501-3502	1,368.37	1,453.00	6.2%
Workers' Compensation		3601-3602	33,299.31	34,827.00	4.6%
OPEB, Allocated		3701-3702	38,945.57	40,625.00	4.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,162,071.51	1,071,374.00	-7.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	180,134.84	702,850.00	290.2%
Noncapitalized Equipment		4400	19,730.29	9,500.00	-51.9%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			199,865.13	712,350.00	256.4%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	31,991.34	30,256.00	-5.4%
Dues and Memberships		5300	1,044.00	2,100.00	101.1%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,510.12	8,000.00	45.2%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,865.98	10,350.00	112.7%
Professional/Consulting Services and Operating Expenditures		5800	37,000.84	22,850.00	-38.2%
Communications		5900	11,308.07	14,000.00	23.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			91,720.35	87,556.00	-4.5%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	179,381.16	186,127.00	3.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			179,381.16	186,127.00	3.8%
TOTAL, EXPENDITURES			4,414,747.03	4,959,254.00	12.3%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,340,718.06	2,264,850.00	-3.2%
4) Other Local Revenue		8600-8799	2,282,636.19	2,519,304.00	10.4%
5) TOTAL, REVENUES			4,623,354.25	4,784,154.00	3.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		3,470,351.05	3,944,513.00	13.7%
2) Instruction - Related Services	2000-2999		603,915.04	668,691.00	10.7%
3) Pupil Services	3000-3999		160,360.99	153,305.00	-4.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		179,381.16	186,127.00	3.8%
8) Plant Services	8000-8999		738.79	6,618.00	795.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,414,747.03	4,959,254.00	12.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			208,607.22	(175,100.00)	-183.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			208,607.22	(175,100.00)	-183.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	785,437.25	994,044.47	26.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			785,437.25	994,044.47	26.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			785,437.25	994,044.47	26.6%
2) Ending Balance, June 30 (E + F1e)			994,044.47	818,944.47	-17.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	994,044.47	818,944.47	-17.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
		<hr/>	<hr/>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,060,250.26	4,553,044.00	12.1%
3) Other State Revenue		8300-8599	351,660.28	360,247.00	2.4%
4) Other Local Revenue		8600-8799	1,351,909.99	1,356,197.00	0.3%
5) TOTAL, REVENUES			5,763,820.53	6,269,488.00	8.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,983,845.48	2,135,519.00	7.6%
3) Employee Benefits		3000-3999	961,263.13	1,156,581.00	20.3%
4) Books and Supplies		4000-4999	2,317,860.09	2,715,078.00	17.1%
5) Services and Other Operating Expenditures		5000-5999	294,029.03	276,816.00	-5.9%
6) Capital Outlay		6000-6999	181,757.47	255,000.00	40.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	242,169.09	225,469.00	-6.9%
9) TOTAL, EXPENDITURES			5,980,924.29	6,764,463.00	13.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(217,103.76)	(494,975.00)	128.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(217,103.76)	(494,975.00)	128.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,153,826.09	1,936,722.33	-10.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,153,826.09	1,936,722.33	-10.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,153,826.09	1,936,722.33	-10.1%
2) Ending Balance, June 30 (E + F1e)			1,936,722.33	1,441,747.33	-25.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	229.05	0.00	-100.0%
Stores		9712	92,284.13	0.00	-100.0%
Prepaid Items		9713	398.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,843,811.15	1,441,747.33	-21.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,738,062.60		
c) in Revolving Cash Account		9130	229.05		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	3,855.23		
4) Due from Grantor Government		9290	967,411.92		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	92,284.13		
7) Prepaid Expenditures		9330	398.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,802,240.93		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	684,533.36		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	180,985.23		
6) TOTAL, LIABILITIES			865,518.59		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,936,722.34		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	4,060,250.26	4,553,044.00	12.1%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,060,250.26	4,553,044.00	12.1%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	248,921.28	257,508.00	3.4%
All Other State Revenue		8590	102,739.00	102,739.00	0.0%
TOTAL, OTHER STATE REVENUE			351,660.28	360,247.00	2.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	1,313,261.77	1,314,781.00	0.1%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	4,785.04	6,266.00	30.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	33,863.18	35,150.00	3.8%
TOTAL, OTHER LOCAL REVENUE			1,351,909.99	1,356,197.00	0.3%
TOTAL, REVENUES			5,763,820.53	6,269,488.00	8.8%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,766,577.64	1,827,844.00	3.5%
Classified Supervisors' and Administrators' Salaries		2300	217,267.84	307,675.00	41.6%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,983,845.48	2,135,519.00	7.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	387,671.92	544,791.00	40.5%
OASDI/Medicare/Alternative		3301-3302	148,900.49	164,367.00	10.4%
Health and Welfare Benefits		3401-3402	372,074.11	390,832.00	5.0%
Unemployment Insurance		3501-3502	980.52	1,068.00	8.9%
Workers' Compensation		3601-3602	23,845.95	25,626.00	7.5%
OPEB, Allocated		3701-3702	27,790.14	29,897.00	7.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			961,263.13	1,156,581.00	20.3%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	278,966.74	328,683.00	17.8%
Noncapitalized Equipment		4400	100,642.64	35,000.00	-65.2%
Food		4700	1,938,250.71	2,351,395.00	21.3%
TOTAL, BOOKS AND SUPPLIES			2,317,860.09	2,715,078.00	17.1%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	15,110.45	19,644.00	30.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	2,478.00	3,000.00	21.1%
Operations and Housekeeping Services		5500	52,329.35	56,000.00	7.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	78,063.09	96,772.00	24.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	103,708.48	52,900.00	-49.0%
Communications		5900	42,339.66	48,500.00	14.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			294,029.03	276,816.00	-5.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	181,757.47	255,000.00	40.3%
TOTAL, CAPITAL OUTLAY			181,757.47	255,000.00	40.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	242,169.09	225,469.00	-6.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			242,169.09	225,469.00	-6.9%
TOTAL, EXPENDITURES			5,980,924.29	6,764,463.00	13.1%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,060,250.26	4,553,044.00	12.1%
3) Other State Revenue		8300-8599	351,660.28	360,247.00	2.4%
4) Other Local Revenue		8600-8799	1,351,909.99	1,356,197.00	0.3%
5) TOTAL, REVENUES			5,763,820.53	6,269,488.00	8.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		5,686,425.85	6,482,994.00	14.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		242,169.09	225,469.00	-6.9%
8) Plant Services	8000-8999		52,329.35	56,000.00	7.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,980,924.29	6,764,463.00	13.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(217,103.76)	(494,975.00)	128.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(217,103.76)	(494,975.00)	128.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,153,826.09	1,936,722.33	-10.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,153,826.09	1,936,722.33	-10.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,153,826.09	1,936,722.33	-10.1%
2) Ending Balance, June 30 (E + F1e)			1,936,722.33	1,441,747.33	-25.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	229.05	0.00	-100.0%
Stores		9712	92,284.13	0.00	-100.0%
Prepaid Items		9713	398.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,843,811.15	1,441,747.33	-21.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	1,843,811.15	1,441,747.33
Total, Restricted Balance		<u>1,843,811.15</u>	<u>1,441,747.33</u>

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,209.38	900.00	-25.6%
5) TOTAL, REVENUES			1,209.38	900.00	-25.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	30.46	40.00	31.3%
6) Capital Outlay		6000-6999	0.00	36,105.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			30.46	36,145.00	118563.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,178.92	(35,245.00)	-3089.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,178.92	(35,245.00)	-3089.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	55,542.23	56,721.15	2.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			55,542.23	56,721.15	2.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			55,542.23	56,721.15	2.1%
2) Ending Balance, June 30 (E + F1e)			56,721.15	21,476.15	-62.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	56,721.15	21,476.15	-62.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	56,613.62		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	110.36		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			56,723.98		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	2.83		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2.83		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			56,721.15		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,174.29	900.00	-23.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	35.09	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,209.38	900.00	-25.6%
TOTAL, REVENUES			1,209.38	900.00	-25.6%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	30.46	40.00	31.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			30.46	40.00	31.3%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	36,105.00	New
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	36,105.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			30.46	36,145.00	118563.8%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,209.38	900.00	-25.6%
5) TOTAL, REVENUES			1,209.38	900.00	-25.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		30.46	36,145.00	118563.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			30.46	36,145.00	118563.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			1,178.92	(35,245.00)	-3089.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,178.92	(35,245.00)	-3089.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	55,542.23	56,721.15	2.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			55,542.23	56,721.15	2.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			55,542.23	56,721.15	2.1%
2) Ending Balance, June 30 (E + F1e)			56,721.15	21,476.15	-62.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	56,721.15	21,476.15	-62.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
		<hr/>	<hr/>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	322.46	150.00	-53.5%
5) TOTAL, REVENUES			322.46	150.00	-53.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			322.46	150.00	-53.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			322.46	150.00	-53.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,408.66	8,731.12	3.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,408.66	8,731.12	3.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,408.66	8,731.12	3.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	8,731.12	8,881.12	1.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	8,713.70		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	17.42		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			8,731.12		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			8,731.12		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	176.49	150.00	-15.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	145.97	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			322.46	150.00	-53.5%
TOTAL, REVENUES			322.46	150.00	-53.5%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	322.46	150.00	-53.5%
5) TOTAL, REVENUES			322.46	150.00	-53.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			322.46	150.00	-53.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			322.46	150.00	-53.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,408.66	8,731.12	3.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,408.66	8,731.12	3.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,408.66	8,731.12	3.8%
2) Ending Balance, June 30 (E + F1e)			8,731.12	8,881.12	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	8,731.12	8,881.12	1.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	891,143.58	124,000.00	-86.1%
5) TOTAL, REVENUES			891,143.58	124,000.00	-86.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	34,759.72	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	308,651.13	76,850.00	-75.1%
6) Capital Outlay		6000-6999	1,546,292.83	304,000.00	-80.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	31,460.13	31,461.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,921,163.81	412,311.00	-78.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,030,020.23)	(288,311.00)	-72.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,030,020.23)	(288,311.00)	-72.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,329,625.62	1,299,605.39	-44.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,329,625.62	1,299,605.39	-44.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,329,625.62	1,299,605.39	-44.2%
2) Ending Balance, June 30 (E + F1e)			1,299,605.39	1,011,294.39	-22.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	100,000.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,299,605.39	911,294.39	-29.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,324,807.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	105,028.22		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,429,835.22		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	127,176.17		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	3,053.66		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			130,229.83		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,299,605.39		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	33,104.60	24,000.00	-27.5%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	32.40	0.00	-100.0%
Fees and Contracts Mitigation/Developer Fees					
		8681	858,006.58	100,000.00	-88.3%
Other Local Revenue All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			891,143.58	124,000.00	-86.1%
TOTAL, REVENUES			891,143.58	124,000.00	-86.1%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	24,760.08	0.00	-100.0%
Noncapitalized Equipment		4400	9,999.64	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			34,759.72	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,800.08	8,802.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	299,851.05	68,048.00	-77.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			308,651.13	76,850.00	-75.1%
CAPITAL OUTLAY					
Land		6100	441,462.66	204,000.00	-53.8%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,104,830.17	100,000.00	-90.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,546,292.83	304,000.00	-80.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	31,460.13	31,461.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			31,460.13	31,461.00	0.0%
TOTAL, EXPENDITURES			1,921,163.81	412,311.00	-78.5%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	891,143.58	124,000.00	-86.1%
5) TOTAL, REVENUES			891,143.58	124,000.00	-86.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,889,703.68	380,850.00	-79.8%
9) Other Outgo	9000-9999	Except 7600-7699	31,460.13	31,461.00	0.0%
10) TOTAL, EXPENDITURES			1,921,163.81	412,311.00	-78.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,030,020.23)	(288,311.00)	-72.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,030,020.23)	(288,311.00)	-72.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,329,625.62	1,299,605.39	-44.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,329,625.62	1,299,605.39	-44.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,329,625.62	1,299,605.39	-44.2%
2) Ending Balance, June 30 (E + F1e)			1,299,605.39	1,011,294.39	-22.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	100,000.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,299,605.39	911,294.39	-29.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
9010	Other Restricted Local	0.00	100,000.00
Total, Restricted Balance		0.00	100,000.00

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	903,429.46	640,000.00	-29.2%
5) TOTAL, REVENUES			903,429.46	640,000.00	-29.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	178,048.21	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	11,523.05	14,000.00	21.5%
6) Capital Outlay		6000-6999	933,605.63	240,000.00	-74.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,123,176.89	254,000.00	-77.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(219,747.43)	386,000.00	-275.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(219,747.43)	386,000.00	-275.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,751,988.61	2,532,241.18	-8.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,751,988.61	2,532,241.18	-8.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,751,988.61	2,532,241.18	-8.0%
2) Ending Balance, June 30 (E + F1e)			2,532,241.18	2,918,241.18	15.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,185,708.31	1,785,708.31	50.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,346,532.87	1,132,532.87	-15.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,745,465.76		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	5,479.29		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,750,945.05		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	218,703.87		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			218,703.87		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			2,532,241.18		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	845,767.22	600,000.00	-29.1%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	57,614.14	40,000.00	-30.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	48.10	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			903,429.46	640,000.00	-29.2%
TOTAL, REVENUES			903,429.46	640,000.00	-29.2%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	117,421.14	0.00	-100.0%
Noncapitalized Equipment		4400	60,627.07	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			178,048.21	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	11,523.05	14,000.00	21.5%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			11,523.05	14,000.00	21.5%
CAPITAL OUTLAY					
Land		6100	859,114.59	240,000.00	-72.1%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	74,491.04	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			933,605.63	240,000.00	-74.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,123,176.89	254,000.00	-77.4%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	903,429.46	640,000.00	-29.2%
5) TOTAL, REVENUES			903,429.46	640,000.00	-29.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,123,176.89	254,000.00	-77.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,123,176.89	254,000.00	-77.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			(219,747.43)	386,000.00	-275.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(219,747.43)	386,000.00	-275.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,751,988.61	2,532,241.18	-8.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,751,988.61	2,532,241.18	-8.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,751,988.61	2,532,241.18	-8.0%
2) Ending Balance, June 30 (E + F1e)			2,532,241.18	2,918,241.18	15.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,185,708.31	1,785,708.31	50.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,346,532.87	1,132,532.87	-15.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
9010	Other Restricted Local	1,185,708.31	1,785,708.31
Total, Restricted Balance		<u>1,185,708.31</u>	<u>1,785,708.31</u>

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	897,491.27	1,998,487.00	122.7%
5) TOTAL, REVENUES			897,491.27	1,998,487.00	122.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	130,421.01	146,120.00	12.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	635,563.00	632,933.00	-0.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			765,984.01	779,053.00	1.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			131,507.26	1,219,434.00	827.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	237,405.97	1,122,395.00	372.8%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(237,405.97)	(1,122,395.00)	372.8%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(105,898.71)	97,039.00	-191.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	582,613.91	476,715.20	-18.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			582,613.91	476,715.20	-18.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			582,613.91	476,715.20	-18.2%
2) Ending Balance, June 30 (E + F1e)			476,715.20	573,754.20	20.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			476,715.20	573,754.20	20.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	19,553.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	2,536,102.58		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	48.46		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,555,704.04		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	103,736.26		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	1,975,252.58		
6) TOTAL, LIABILITIES			2,078,988.84		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			476,715.20		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	846,927.42	830,000.00	-2.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds					
Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from					
Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	38,022.83	20,100.00	-47.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.50	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	12,540.52	1,148,387.00	9057.4%
TOTAL, OTHER LOCAL REVENUE			897,491.27	1,998,487.00	122.7%
TOTAL, REVENUES			897,491.27	1,998,487.00	122.7%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	130,421.01	146,120.00	12.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			130,421.01	146,120.00	12.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	280,009.37	265,936.00	-5.0%
Other Debt Service - Principal		7439	355,553.63	366,997.00	3.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			635,563.00	632,933.00	-0.4%
TOTAL, EXPENDITURES			765,984.01	779,053.00	1.7%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	237,405.97	1,122,395.00	372.8%
(d) TOTAL, USES			237,405.97	1,122,395.00	372.8%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(237,405.97)	(1,122,395.00)	372.8%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	897,491.27	1,998,487.00	122.7%
5) TOTAL, REVENUES			897,491.27	1,998,487.00	122.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		130,421.01	146,120.00	12.0%
9) Other Outgo	9000-9999	Except 7600-7699	635,563.00	632,933.00	-0.4%
10) TOTAL, EXPENDITURES			765,984.01	779,053.00	1.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			131,507.26	1,219,434.00	827.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	237,405.97	1,122,395.00	372.8%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(237,405.97)	(1,122,395.00)	372.8%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(105,898.71)	97,039.00	-191.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	582,613.91	476,715.20	-18.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			582,613.91	476,715.20	-18.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			582,613.91	476,715.20	-18.2%
2) Ending Balance, June 30 (E + F1e)			476,715.20	573,754.20	20.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	476,715.20	573,754.20	20.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
9010	Other Restricted Local	476,715.20	573,754.20
Total, Restricted Balance		<u>476,715.20</u>	<u>573,754.20</u>

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	22,867.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	4,020,270.00	4,177,699.00	3.9%
5) TOTAL, REVENUES			4,043,137.00	4,177,699.00	3.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,717,232.00	3,929,698.00	5.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,717,232.00	3,929,698.00	5.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			325,905.00	248,001.00	-23.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	8,873.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			8,873.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			334,778.00	248,001.00	-25.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,464,082.00	3,803,223.00	9.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,464,082.00	3,803,223.00	9.8%
d) Other Restatements		9795	4,363.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,468,445.00	3,803,223.00	9.7%
2) Ending Balance, June 30 (E + F1e)			3,803,223.00	4,051,224.00	6.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,803,223.00	4,051,224.00	6.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	3,790,613.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	12,610.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			3,803,223.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			3,803,223.00		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	22,867.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			22,867.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	3,684,010.00	4,033,668.00	9.5%
Unsecured Roll		8612	144,300.00	0.00	-100.0%
Prior Years' Taxes		8613	56,893.00	51,889.00	-8.8%
Supplemental Taxes		8614	101,467.00	56,399.00	-44.4%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	33,600.00	35,743.00	6.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,020,270.00	4,177,699.00	3.9%
TOTAL, REVENUES			4,043,137.00	4,177,699.00	3.3%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	2,995,000.00	3,330,000.00	11.2%
Bond Interest and Other Service Charges		7434	722,232.00	599,698.00	-17.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,717,232.00	3,929,698.00	5.7%
TOTAL, EXPENDITURES			3,717,232.00	3,929,698.00	5.7%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	8,873.00	0.00	-100.0%
(c) TOTAL, SOURCES			8,873.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			8,873.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	22,867.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	4,020,270.00	4,177,699.00	3.9%
5) TOTAL, REVENUES			4,043,137.00	4,177,699.00	3.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	3,717,232.00	3,929,698.00	5.7%
10) TOTAL, EXPENDITURES			3,717,232.00	3,929,698.00	5.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			325,905.00	248,001.00	-23.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	8,873.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			8,873.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			334,778.00	248,001.00	-25.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,464,082.00	3,803,223.00	9.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,464,082.00	3,803,223.00	9.8%
d) Other Restatements		9795	4,363.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,468,445.00	3,803,223.00	9.7%
2) Ending Balance, June 30 (E + F1e)			3,803,223.00	4,051,224.00	6.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,803,223.00	4,051,224.00	6.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
9010	Other Restricted Local	3,803,223.00	4,051,224.00
Total, Restricted Balance		<u>3,803,223.00</u>	<u>4,051,224.00</u>

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	10,647.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	2,177,723.04	1,746,500.00	-19.8%
5) TOTAL, REVENUES			2,188,370.04	1,746,500.00	-20.2%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	168,194.61	173,743.00	3.3%
3) Employee Benefits		3000-3999	94,282.04	92,238.00	-2.2%
4) Books and Supplies		4000-4999	83,268.73	66,971.00	-19.6%
5) Services and Other Operating Expenses		5000-5999	1,736,537.98	1,508,070.00	-13.2%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			2,082,283.36	1,841,022.00	-11.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			106,086.68	(94,522.00)	-189.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			106,086.68	(94,522.00)	-189.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,722,944.34	1,829,031.02	6.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,722,944.34	1,829,031.02	6.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,722,944.34	1,829,031.02	6.2%
2) Ending Net Position, June 30 (E + F1e)			1,829,031.02	1,734,509.02	-5.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,829,031.02	1,734,509.02	-5.2%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,502,763.30		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	125,000.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	8,553.92		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	59,792.56		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			4,696,109.78		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	49,790.39		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	7,235.37		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	2,810,053.00		
7) TOTAL, LIABILITIES			2,867,078.76		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			1,829,031.02		

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	10,647.00	0.00	-100.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			10,647.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	90,066.68	71,500.00	-20.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	81.06	0.00	-100.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	1,932,453.17	1,675,000.00	-13.3%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	155,122.13	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,177,723.04	1,746,500.00	-19.8%
TOTAL, REVENUES			2,188,370.04	1,746,500.00	-20.2%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	109,173.33	114,185.00	4.6%
Clerical, Technical and Office Salaries		2400	59,021.28	59,558.00	0.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			168,194.61	173,743.00	3.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	40,174.20	35,965.00	-10.5%
OASDI/Medicare/Alternative		3301-3302	12,653.98	13,444.00	6.2%
Health and Welfare Benefits		3401-3402	36,969.28	38,209.00	3.4%
Unemployment Insurance		3501-3502	83.55	88.00	5.3%
Workers' Compensation		3601-3602	2,039.92	2,099.00	2.9%
OPEB, Allocated		3701-3702	2,361.11	2,433.00	3.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			94,282.04	92,238.00	-2.2%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	56,480.59	41,019.00	-27.4%
Noncapitalized Equipment		4400	26,788.14	25,952.00	-3.1%
TOTAL, BOOKS AND SUPPLIES			83,268.73	66,971.00	-19.6%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	5,454.12	4,800.00	-12.0%
Dues and Memberships		5300	264.00	5,500.00	1983.3%
Insurance		5400-5450	741,433.59	717,000.00	-3.3%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,206.71	1,200.00	-0.6%
Transfers of Direct Costs - Interfund		5750	484.00	1,750.00	261.6%
Professional/Consulting Services and Operating Expenditures		5800	976,586.27	772,300.00	-20.9%
Communications		5900	11,109.29	5,520.00	-50.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			1,736,537.98	1,508,070.00	-13.2%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			2,082,283.36	1,841,022.00	-11.6%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	10,647.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	2,177,723.04	1,746,500.00	-19.8%
5) TOTAL, REVENUES			2,188,370.04	1,746,500.00	-20.2%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		2,082,283.36	1,841,022.00	-11.6%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			2,082,283.36	1,841,022.00	-11.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			106,086.68	(94,522.00)	-189.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			106,086.68	(94,522.00)	-189.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,722,944.34	1,829,031.02	6.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,722,944.34	1,829,031.02	6.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,722,944.34	1,829,031.02	6.2%
2) Ending Net Position, June 30 (E + F1e)			1,829,031.02	1,734,509.02	-5.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,829,031.02	1,734,509.02	-5.2%

Resource	Description	2018-19 Unaudited Actuals	2019-20 Budget
	Total, Restricted Net Position	0.00	0.00

Description	2018-19 Unaudited Actuals			2019-20 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,664.91	12,652.94	12,923.67	12,464.98	12,454.98	12,664.91
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	12,664.91	12,652.94	12,923.67	12,464.98	12,454.98	12,664.91
5. District Funded County Program ADA						
a. County Community Schools	26.04	24.09	26.04	26.04	24.09	26.04
b. Special Education-Special Day Class	2.53	2.48	2.53	2.53	2.48	2.53
c. Special Education-NPS/LCI						
d. Special Education Extended Year	0.27	0.27	0.27	0.27	0.27	0.27
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	28.84	26.84	28.84	28.84	26.84	28.84
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	12,693.75	12,679.78	12,952.51	12,493.82	12,481.82	12,693.75
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	9,198,654.95	0.00	9,198,654.95			9,198,654.95
Work in Progress	3,812,604.00	(3,648,681.00)	163,923.00			163,923.00
Total capital assets not being depreciated	13,011,258.95	(3,648,681.00)	9,362,577.95	0.00	0.00	9,362,577.95
Capital assets being depreciated:						
Land Improvements	21,364,571.00	760,014.00	22,124,585.00			22,124,585.00
Buildings	135,339,065.00	4,761,913.00	140,100,978.00			140,100,978.00
Equipment	13,345,584.00	192,313.00	13,537,897.00			13,537,897.00
Total capital assets being depreciated	170,049,220.00	5,714,240.00	175,763,460.00	0.00	0.00	175,763,460.00
Accumulated Depreciation for:						
Land Improvements	(17,806,552.00)	(209,848.00)	(18,016,400.00)			(18,016,400.00)
Buildings	(66,048,254.00)	(4,386,365.00)	(70,434,619.00)			(70,434,619.00)
Equipment	(10,859,734.00)	(492,175.00)	(11,351,909.00)			(11,351,909.00)
Total accumulated depreciation	(94,714,540.00)	(5,088,388.00)	(99,802,928.00)	0.00	0.00	(99,802,928.00)
Total capital assets being depreciated, net	75,334,680.00	625,852.00	75,960,532.00	0.00	0.00	75,960,532.00
Governmental activity capital assets, net	88,345,938.95	(3,022,829.00)	85,323,109.95	0.00	0.00	85,323,109.95
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

2018-19 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME	Title I Basic Grant	IDEA: Basic Local Asst Entitlement, Part B, Section 611	IDEA: Preschool Local Entitlement, Part B, Section 611	IDEA: Preschool Grant, Part B, Section 619	Title II Support Effective Instruction	Title IV Student Supp & Acad Enrich Formula	Title IV Student Supp & Acad Enrich Competitive
FEDERAL CATALOG NUMBER	84.01	87.027	84.027a	84.173	84.367	84.424	84.424
RESOURCE CODE	3010	3310	3310	3315	4035	4127	4128
REVENUE OBJECT	8290	8181	8181	8182	8290	8290	8290
LOCAL DESCRIPTION (if any)	212	242	248	253	217	215	227
AWARD							
1. Prior Year Carryover	605,697.00				6,784.00		
2. a. Current Year Award	2,385,681.00	2,207,305.00	237,762.00	68,032.00	361,960.00	173,231.00	741,915.00
b. Transferability (ESSA)							
c. Other Adjustments							
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	2,385,681.00	2,207,305.00	237,762.00	68,032.00	361,960.00	173,231.00	741,915.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2d, & 3)	2,991,378.00	2,207,305.00	237,762.00	68,032.00	368,744.00	173,231.00	741,915.00
REVENUES							
5. Unearned Revenue Deferred from Prior Year							
6. Cash Received in Current Year	2,477,723.27	0.00	0.00	0.00	332,993.83	86,310.00	333,862.00
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	2,477,723.27	0.00	0.00	0.00	332,993.83	86,310.00	333,862.00
EXPENDITURES							
9. Donor-Authorized Expenditures	2,428,726.74	2,207,305.00	237,762.00	68,032.00	362,527.65	131,367.02	373,646.66
10. Non Donor-Authorized Expenditures							
11. Total Expenditures (lines 9 & 10)	2,428,726.74	2,207,305.00	237,762.00	68,032.00	362,527.65	131,367.02	373,646.66
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	48,996.53	(2,207,305.00)	(237,762.00)	(68,032.00)	(29,533.82)	(45,057.02)	(39,784.66)
a. Unearned Revenue	48,996.53						
b. Accounts Payable							
c. Accounts Receivable		2,207,305.00	237,762.00	68,032.00	29,533.82	45,057.02	39,784.66
14. Unused Grant Award Calculation (line 4 minus line 9)	562,651.26	0.00	0.00	0.00	6,216.35	41,863.98	368,268.34
15. If Carryover is allowed, enter line 14 amount here	562,651.26	0.00	0.00	0.00	6,216.35	41,863.98	366,003.69
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	2,428,726.74	2,207,305.00	237,762.00	68,032.00	362,527.65	131,367.02	373,646.66

2018-19 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME	Title III Immigrant (IMM) Student Program	Title III Limited English Proficient (LEP) Students	TOTAL
FEDERAL CATALOG NUMBER	84.365	84.365	
RESOURCE CODE	4201	4203	
REVENUE OBJECT	8290	8290	
LOCAL DESCRIPTION (if any)	226	224	
AWARD			
1. Prior Year Carryover		213,794.00	826,275.00
2. a. Current Year Award	30,095.00	381,561.00	6,587,542.00
b. Transferability (ESSA)			0.00
c. Other Adjustments			0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	30,095.00	381,561.00	6,587,542.00
3. Required Matching Funds/Other			0.00
4. Total Available Award (sum lines 1, 2d, & 3)	30,095.00	595,355.00	7,413,817.00
REVENUES			
5. Unearned Revenue Deferred from Prior Year			0.00
6. Cash Received in Current Year	7,865.00	308,710.24	3,547,464.34
7. Contributed Matching Funds			0.00
8. Total Available (sum lines 5, 6, & 7)	7,865.00	308,710.24	3,547,464.34
EXPENDITURES			
9. Donor-Authorized Expenditures	30,095.00	373,192.70	6,212,654.77
10. Non Donor-Authorized Expenditures			0.00
11. Total Expenditures (lines 9 & 10)	30,095.00	373,192.70	6,212,654.77
12. Amounts Included in Line 6 above for Prior Year Adjustments			0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(22,230.00)	(64,482.46)	(2,665,190.43)
a. Unearned Revenue			48,996.53
b. Accounts Payable			0.00
c. Accounts Receivable	22,230.00	64,482.46	2,714,186.96
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	222,162.30	1,201,162.23
15. If Carryover is allowed, enter line 14 amount here	0.00	222,162.30	1,198,897.58
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	30,095.00	373,192.70	6,212,654.77

2018-19 Unaudited Actuals
STATE GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

STATE PROGRAM NAME	After School Education & Safety EZ Grant	CD Prekindergarten & Family Literacy Program	CD California State Preschool Program	Tobacco Use Prevention Education (TUPE)	TOTAL
RESOURCE CODE	6010	6052	6105	6690	
REVENUE OBJECT	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)	329	12-311	12-310	351	
AWARD					
1. Prior Year Carryover	1,049.00			2,874.67	3,923.67
2. a. Current Year Award	1,788,254.00	15,000.00	2,078,874.00	0.00	3,882,128.00
b. Other Adjustments	1,050.00				1,050.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	1,789,304.00	15,000.00	2,078,874.00	0.00	3,883,178.00
3. Required Matching Funds/Other					0.00
4. Total Available Award (sum lines 1, 2c, & 3)	1,790,353.00	15,000.00	2,078,874.00	2,874.67	3,887,101.67
REVENUES					
5. Unearned Revenue Deferred from Prior Year					0.00
6. Cash Received in Current Year	1,663,235.10	11,566.00	1,828,687.00	2,874.67	3,506,362.77
7. Contributed Matching Funds					0.00
8. Total Available (sum lines 5, 6, & 7)	1,663,235.10	11,566.00	1,828,687.00	2,874.67	3,506,362.77
EXPENDITURES					
9. Donor-Authorized Expenditures	1,788,254.31	15,000.00	2,078,874.00	1,855.14	3,883,983.45
10. Non Donor-Authorized Expenditures					0.00
11. Total Expenditures (lines 9 & 10)	1,788,254.31	15,000.00	2,078,874.00	1,855.14	3,883,983.45
12. Amounts Included in Line 6 above for Prior Year Adjustments					0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(125,019.21)	(3,434.00)	(250,187.00)	1,019.53	(377,620.68)
a. Unearned Revenue				1,019.53	1,019.53
b. Accounts Payable					0.00
c. Accounts Receivable	125,019.21	3,434.00	250,187.00		378,640.21
14. Unused Grant Award Calculation (line 4 minus line 9)	2,098.69	0.00	0.00	1,019.53	3,118.22
15. If Carryover is allowed, enter line 14 amount here	2,098.69	0.00	0.00	1,019.53	3,118.22
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	1,788,254.31	15,000.00	2,078,874.00	1,855.14	3,883,983.45

2018-19 Unaudited Actuals
LOCAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

LOCAL PROGRAM NAME	Learning Specialist	School Readiness Nurse	QRIS	TOTAL
RESOURCE CODE	9010	9010	9010	
REVENUE OBJECT	8699	8699	8590	
LOCAL DESCRIPTION (if any)	275	394	12-340	
AWARD				
1. Prior Year Carryover			106,159.00	106,159.00
2. a. Current Year Award	107,340.00	150,000.00	95,000.00	352,340.00
b. Other Adjustments				0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	107,340.00	150,000.00	95,000.00	352,340.00
3. Required Matching Funds/Other				0.00
4. Total Available Award (sum lines 1, 2c, & 3)	107,340.00	150,000.00	201,159.00	458,499.00
REVENUES				
5. Unearned Revenue Deferred from Prior Year			14,158.86	14,158.86
6. Cash Received in Current Year	54,004.01	134,486.75	187,000.00	375,490.76
7. Contributed Matching Funds				0.00
8. Total Available (sum lines 5, 6, & 7)	54,004.01	134,486.75	201,158.86	389,649.62
EXPENDITURES				
9. Donor-Authorized Expenditures	107,339.53	150,000.00	52,365.06	309,704.59
10. Non Donor-Authorized Expenditures				0.00
11. Total Expenditures (lines 9 & 10)	107,339.53	150,000.00	52,365.06	309,704.59
12. Amounts Included in Line 6 above for Prior Year Adjustments				0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(53,335.52)	(15,513.25)	148,793.80	79,945.03
a. Unearned Revenue			148,793.80	148,793.80
b. Accounts Payable				0.00
c. Accounts Receivable	53,355.52	15,513.25		68,868.77
14. Unused Grant Award Calculation (line 4 minus line 9)	0.47	0.00	148,793.94	148,794.41
15. If Carryover is allowed, enter line 14 amount here	0.47	0.00	148,793.94	148,794.41
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	107,359.53	150,000.00	52,365.06	309,724.59

2018-19 Unaudited Actuals
FEDERAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME	LEA Medicare Reimbursement	TOTAL
FEDERAL CATALOG NUMBER	93.778	
RESOURCE CODE	5640	
REVENUE OBJECT	8290	
LOCAL DESCRIPTION (if any)	255	
AWARD		
1. Prior Year Restricted Ending Balance	391,565.54	391,565.54
2. a. Current Year Award	408,675.13	408,675.13
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	408,675.13	408,675.13
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1, 2c, & 3)	800,240.67	800,240.67
REVENUES		
5. Cash Received in Current Year	408,675.13	408,675.13
6. Amounts Included in Line 5 for Prior Year Adjustments		0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00
b. Noncurrent Accounts Receivable		0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00
8. Contributed Matching Funds		0.00
9. Total Available (sum lines 5, 7c, & 8)	408,675.13	408,675.13
EXPENDITURES		
10. Donor-Authorized Expenditures	669,163.11	669,163.11
11. Non Donor-Authorized Expenditures		0.00
12. Total Expenditures (line 10 plus line 11)	669,163.11	669,163.11
RESTRICTED ENDING BALANCE		
13. Current Year (line 4 minus line 10)	131,077.56	131,077.56

2018-19 Unaudited Actuals
STATE AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	EPA	Proposition 20: Lottery	Special Education	Special Ed Mental Health	Classified Employee Prof Development	Low Performing Student Blk Grant	Maintenance & Operations
RESOURCE CODE	1400	6300	6500	6512	7311	7510	8150
REVENUE OBJECT	8012	8560	87XX	8590	8590	8590	8980
LOCAL DESCRIPTION (if any)	820	812	150	504	386	389	533
AWARD							
1. Prior Year Restricted Ending Balance		450,047.03		362,604.00			1,075,143.29
2. a. Current Year Award	11,828,946.00	947,822.69	9,099,343.70	821,854.00	74,654.00	831,175.00	
b. Other Adjustments	(912,199.00)						
c. Adj Curr Yr Award (sum lines 2a & 2b)	10,916,747.00	947,822.69	9,099,343.70	821,854.00	74,654.00	831,175.00	0.00
3. Required Matching Funds/Other			10,902,440.84				6,350,098.00
4. Total Available Award (sum lines 1, 2c, & 3)	10,916,747.00	1,397,869.72	20,001,784.54	1,184,458.00	74,654.00	831,175.00	7,425,241.29
REVENUES							
5. Cash Received in Current Year	10,719,193.00	627,681.26	8,197,916.54	439,358.51	74,654.00	411,013.00	
6. Amounts Included in Line 5 for Prior Year Adjustments	(912,199.00)		901,427.16				
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	1,109,753.00	320,141.43	0.00	382,495.49	0.00	420,162.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	1,109,753.00	320,141.43	0.00	382,495.49	0.00	420,162.00	0.00
8. Contributed Matching Funds			10,902,440.84				
9. Total Available (sum lines 5, 7c, & 8)	11,828,946.00	947,822.69	19,100,357.38	821,854.00	74,654.00	831,175.00	0.00
EXPENDITURES							
10. Donor-Authorized Expenditures	10,916,747.00	543,057.79	20,001,784.54	955,249.77	0.00	94,140.96	5,378,265.60
11. Non Donor-Authorized Expenditures							
12. Total Expenditures (line 10 plus line 11)	10,916,747.00	543,057.79	20,001,784.54	955,249.77	0.00	94,140.96	5,378,265.60
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	0.00	854,811.93	0.00	229,208.23	74,654.00	737,034.04	2,046,975.69

2018-19 Unaudited Actuals
STATE AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	TOTAL
RESOURCE CODE	
REVENUE OBJECT	
LOCAL DESCRIPTION (if any)	
AWARD	
1. Prior Year Restricted Ending Balance	1,887,794.32
2. a. Current Year Award	23,603,795.39
b. Other Adjustments	(912,199.00)
c. Adj Curr Yr Award (sum lines 2a & 2b)	22,691,596.39
3. Required Matching Funds/Other	17,252,538.84
4. Total Available Award (sum lines 1, 2c, & 3)	41,831,929.55
REVENUES	
5. Cash Received in Current Year	20,469,816.31
6. Amounts Included in Line 5 for Prior Year Adjustments	(10,771.84)
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	2,232,551.92
b. Noncurrent Accounts Receivable	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	2,232,551.92
8. Contributed Matching Funds	10,902,440.84
9. Total Available (sum lines 5, 7c, & 8)	33,604,809.07
EXPENDITURES	
10. Donor-Authorized Expenditures	37,889,245.66
11. Non Donor-Authorized Expenditures	0.00
12. Total Expenditures (line 10 plus line 11)	37,889,245.66
RESTRICTED ENDING BALANCE	
13. Current Year (line 4 minus line 10)	3,942,683.89

2018-19 Unaudited Actuals
LOCAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. Prior Year Restricted Ending Balance		0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1, 2c, & 3)	0.00	0.00
REVENUES		
5. Cash Received in Current Year		0.00
6. Amounts Included in Line 5 for Prior Year Adjustments		0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00
b. Noncurrent Accounts Receivable		0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00
8. Contributed Matching Funds		0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	0.00
EXPENDITURES		
10. Donor-Authorized Expenditures		0.00
11. Non Donor-Authorized Expenditures		0.00
12. Total Expenditures (line 10 plus line 11)	0.00	0.00
RESTRICTED ENDING BALANCE		
13. Current Year (line 4 minus line 10)	0.00	0.00

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	63,990,196.02	301	0.00	303	63,990,196.02	305	2,587,879.10		307	61,402,316.92	309
2000 - Classified Salaries	23,046,439.76	311	143.83	313	23,046,295.93	315	2,576,114.73		317	20,470,181.20	319
3000 - Employee Benefits	43,974,099.27	321	883,356.76	323	43,090,742.51	325	1,112,296.10		327	41,978,446.41	329
4000 - Books, Supplies Equip Replace. (6500)	7,946,435.72	331	241,127.71	333	7,705,308.01	335	1,128,523.53		337	6,576,784.48	339
5000 - Services... & 7300 - Indirect Costs	9,652,929.91	341	568,718.03	343	9,084,211.88	345	1,609,866.80		347	7,474,345.08	349
TOTAL					146,916,754.35	365			TOTAL	137,902,074.09	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			64.42%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	64.42%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	137,902,074.09
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Unaudited Actuals
2018-19 Unaudited Actuals
Schedule of Long-Term Liabilities

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	35,313,617.00	(904,314.00)	34,409,303.00	568,278.00	3,367,294.00	31,610,287.00	3,702,294.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	4,810,000.00	0.00	4,810,000.00		365,000.00	4,445,000.00	380,000.00
Capital Leases Payable	54,027.00	2.00	54,029.00		14,086.00	39,943.00	15,125.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	220,221.00	1,774,418.00	1,994,639.00		386,344.00	1,608,295.00	386,344.00
Net Pension Liability	130,099,053.00	19,350,288.00	149,449,341.00			149,449,341.00	
Total/Net OPEB Liability	12,449,371.00	20,858,415.00	33,307,786.00	7,710,647.00	2,548,292.00	38,470,141.00	
Compensated Absences Payable	1,610,415.95	(27,788.95)	1,582,627.00	655,143.00		2,237,770.00	
Governmental activities long-term liabilities	184,556,704.95	41,051,020.05	225,607,725.00	8,934,068.00	6,681,016.00	227,860,777.00	4,483,763.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2018-19 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	152,411,963.79
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	6,881,817.88
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	2,202,297.67
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	524,230.94
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				2,726,528.61
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	217,103.76
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				143,020,721.06

Section II - Expenditures Per ADA		2018-19 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		12,679.78
B. Expenditures per ADA (Line I.E divided by Line II.A)		11,279.43
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	135,035,554.19	10,433.15
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	135,035,554.19	10,433.15
B. Required effort (Line A.2 times 90%)	121,531,998.77	9,389.84
C. Current year expenditures (Line I.E and Line II.B)	143,020,721.06	11,279.43
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2020-21 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	85,781,273.59		85,781,273.59			87,141,964.46
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	12,953.96		12,953.96			12,693.75
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	12,693.75		12,693.75	12,493.82		12,493.82
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			12,693.75			12,493.82
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2018-19 Actual			2019-20 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	209,167.95		209,167.95	209,168.00		209,168.00
2. Timber Yield Tax (Object 8022)	0.17		0.17	5.00		5.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	38,220,229.37		38,220,229.37	38,508,351.00		38,508,351.00
5. Unsecured Roll Taxes (Object 8042)	1,183,824.87		1,183,824.87	1,158,569.00		1,158,569.00
6. Prior Years' Taxes (Object 8043)	424,871.02		424,871.02	428,591.00		428,591.00
7. Supplemental Taxes (Object 8044)	1,806,052.82		1,806,052.82	1,734,421.00		1,734,421.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	8,526,231.17		8,526,231.17	8,272,350.00		8,272,350.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	3,787,349.78		3,787,349.78	3,563,998.00		3,563,998.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	54,157,727.15	0.00	54,157,727.15	53,875,453.00	0.00	53,875,453.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	54,157,727.15	0.00	54,157,727.15	53,875,453.00	0.00	53,875,453.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,272,623.94			1,312,856.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,272,623.94			1,312,856.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	61,007,086.85		61,007,086.85	62,767,286.00		62,767,286.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(37.00)		(37.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	61,007,049.85	0.00	61,007,049.85	62,767,286.00	0.00	62,767,286.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	155,188,362.24		155,188,362.24	137,569,128.00		137,569,128.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	611,816.47		611,816.47	400,000.00		400,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			85,781,273.59			87,141,964.46
2. Inflation Adjustment			1.0367			1.0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9799			0.9842
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			87,141,964.46			89,067,078.60
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			54,157,727.15			53,875,453.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,523,250.00			1,499,258.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			34,256,861.25			36,504,481.60
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			34,256,861.25			36,504,481.60
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			349,946.37			263,557.66
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			54,507,673.52			54,139,010.66
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			33,906,914.88			36,240,923.94
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			54,507,673.52			
b. State Subventions (Line D8)			33,906,914.88			
c. Less: Excluded Appropriations (Line C23)			1,272,623.94			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			87,141,964.46			

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 4,661,468.77
- 2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 125,465,765.69

C. Percentage of Plant Services Costs Attributable to General Administration

- (Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.72%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. _____
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	6,090,204.66
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	0.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	48,735.13
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	80,141.77
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	422,844.69
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	6,641,926.25
9. Carry-Forward Adjustment (Part IV, Line F)	(153,292.11)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	6,488,634.14

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	98,420,731.43
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	20,566,852.33
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	9,450,186.71
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	29,425.06
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,235,591.77
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	1,850.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	339,253.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	10,943,948.05
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	4,235,365.87
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	5,556,997.73
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	150,780,201.95

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B18)	4.41%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2020-21 see www.cde.ca.gov/fg/ac/ic/) (Line A10 divided by Line B18)	4.30%
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Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>6,641,926.25</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>(100,577.39)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.44%) times Part III, Line B18); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.44%) times Part III, Line B18) or (the highest rate used to recover costs from any program (4.44%) times Part III, Line B18); zero if positive	<u>(153,292.11)</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>(153,292.11)</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>4.30%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-76,646.06) is applied to the current year calculation and the remainder (\$-76,646.05) is deferred to one or more future years:	<u>4.35%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-51,097.37) is applied to the current year calculation and the remainder (\$-102,194.74) is deferred to one or more future years:	<u>4.37%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>(153,292.11)</u>

Approved indirect cost rate: 4.44%
Highest rate used in any program: 4.44%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	2,325,475.62	103,251.12	4.44%
01	3310	2,341,121.22	103,945.78	4.44%
01	3315	65,139.79	2,892.21	4.44%
01	4035	347,115.71	15,411.94	4.44%
01	4127	125,782.29	5,584.73	4.44%
01	4128	308,924.73	13,716.26	4.44%
01	4201	29,504.90	590.10	2.00%
01	4203	365,875.20	7,317.50	2.00%
01	6010	1,732,132.29	56,122.02	3.24%
01	6690	1,776.27	78.87	4.44%
01	7510	90,138.80	4,002.16	4.44%
01	8150	3,383,902.19	150,245.26	4.44%
01	9010	2,064,039.76	10,098.83	0.49%
12	6052	14,362.31	637.69	4.44%
12	6105	1,990,495.98	88,378.02	4.44%
12	9010	50,138.89	2,226.17	4.44%
13	5310	5,454,258.73	242,169.09	4.44%

Unaudited Actuals
2018-19 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		450,047.03	450,047.03
2. State Lottery Revenue	8560	2,231,117.66		947,822.69	3,178,940.35
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		2,231,117.66	0.00	1,397,869.72	3,628,987.38
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	2,231,117.66			2,231,117.66
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	0.00		543,057.79	543,057.79
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		2,231,117.66	0.00	543,057.79	2,774,175.45
C. ENDING BALANCE (Must equal Line A6 minus Line B12)					
	979Z	0.00	0.00	854,811.93	854,811.93
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Unaudited Actuals
2018-19
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

	----- Teacher Full-Time Equivalents -----				----- Classroom Units -----		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	1,982,404.04	92,246.07	10,310,068.58	4,019,040.31	11,366,791.35	0.00	539,973.56
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals Description							
0001 Pre-Kindergarten							
1110 Regular Education, K-12	8.95	39.21	77.75	21.39	510.57	510.57	77.00
3100 Alternative Schools							
3200 Continuation Schools							
3300 Independent Study Centers							
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual							
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	10.50	0.00	0.94	25.80	92.00	92.00	402.00
6000 ROC/P							
Other Goals Description							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
Other Funds Description							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)	0.00	1.00	5.88	0.92			
-- Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors	19.45	40.21	84.57	48.11	602.57	602.57	479.00

Unaudited Actuals
2018-19
General Fund and Charter Schools Funds
Program Cost Report

Goal	Program/Activity	----- Direct Costs -----			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	
1110	Regular Education, K-12	85,181,539.56	21,985,803.13	107,167,342.69	5,559,159.96	112,726,502.65	
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	
5000-5999	Special Education	26,999,543.86	5,528,730.66	32,528,274.52	1,687,359.94	34,215,634.46	
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00	0.00	
Other Goals							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	
8100	Community Services	0.00	0.00	0.00	0.00	0.00	
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	
Other Costs							
----	Food Services					0.00	
----	Enterprise					0.00	
----	Facilities Acquisition & Construction					2,820,038.81	
----	Other Outgo					1,726,091.57	
Other Funds							
----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		795,990.12	795,990.12	549,256.43	1,345,246.55	
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(421,550.25)	(421,550.25)	
----	Total General Fund and Charter Schools Funds Expenditures	112,181,083.42	28,310,523.91	140,491,607.33	7,374,226.08	152,411,963.79	

Unaudited Actuals
2018-19
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K-12	78,589,730.47	473,918.13	5,866,244.67	220,443.57	1,776.27	0.00	29,425.06			1.39	0.00	85,181,539.56
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	20,278,809.40	1,519,871.31	22,917.21	78,738.75	2,937,001.21	2,162,205.98	0.00			0.00	0.00	26,999,543.86
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		98,868,539.87	1,993,789.44	5,889,161.88	299,182.32	2,938,777.48	2,162,205.98	29,425.06	0.00	0.00	1.39	0.00	112,181,083.42

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2018-19
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	12,267,684.57	9,631,316.96	86,801.60	21,985,803.13
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	3,340,084.31	1,735,474.39	453,171.96	5,528,730.66
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
--	Adult Education (Fund 11)		0.00		0.00
--	Child Development (Fund 12)	795,990.12	0.00	0.00	795,990.12
--	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated Support Costs		16,403,759.00	11,366,791.35	539,973.56	28,310,523.91

Unaudited Actuals
2018-19
Program Cost Report
Schedule of Central Administration Costs (CAC)

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,315,733.54
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	50,585.13
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	6,429,457.66
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	0.00
5	Total Central Administration Costs in General Fund and Charter Schools Funds	7,795,776.33
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	112,181,083.42
2	Total Allocated Costs (from Form PCR, Column 2, Total)	28,310,523.91
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	140,491,607.33
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	4,235,365.87
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	5,556,997.73
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	9,792,363.60
D. Total Direct Charged and Allocated Costs (B3 + C5)		150,283,970.93
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		5.19%

Unaudited Actuals
2018-19
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	0.00				0.00
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			2,820,038.81		2,820,038.81
Other Outgo (Objects 1000-7999)				1,726,091.57	1,726,091.57
Total Other Costs	0.00	0.00	2,820,038.81	1,726,091.57	4,546,130.38

Unaudited Actuals
2018-19 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(5,349.98)	0.00	(421,550.25)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							382,507.45	365,431.33
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	4,865.98	0.00	179,381.16	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							65,449.29	132,028.94
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	242,169.09	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	3,053.66
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Unaudited Actuals
2018-19 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	484.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							59,792.56	7,235.37
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	5,349.98	(5,349.98)	421,550.25	(421,550.25)	0.00	0.00	507,749.30	507,749.30

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									1,569
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	397,043.03	0.00	125,528.52	0.00	989,285.13	3,791,343.28	4,830,026.07		10,133,226.03
2000-2999	Classified Salaries	458,719.38	0.00	0.00	0.00	417,256.12	899,319.23	3,440,915.26		5,216,209.99
3000-3999	Employee Benefits	464,645.74	0.00	57,484.22	0.00	682,849.97	2,198,133.57	4,282,441.50		7,685,555.00
4000-4999	Books and Supplies	40,656.28	0.00	0.00	0.00	3,631.22	56,122.80	63,448.79		163,859.09
5000-5999	Services and Other Operating Expenditures	2,578,400.57	0.00	1,650.00	0.00	571.82	7,247.94	1,212,823.42		3,800,693.75
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,939,465.00	0.00	184,662.74	0.00	2,093,594.26	6,952,166.82	13,829,655.04	0.00	26,999,543.86
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94		106,837.99
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	5,528,730.82								5,528,730.82
	Total Indirect Costs and PCR Allocations	5,528,730.82	0.00	0.00	0.00	13,000.05	0.00	93,837.94	0.00	5,635,568.81
	TOTAL COSTS	9,468,195.82	0.00	184,662.74	0.00	2,106,594.31	6,952,166.82	13,923,492.98	0.00	32,635,112.67
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)										
1000-1999	Certificated Salaries	24,413.20	0.00	0.00	0.00	132,451.27	0.00	0.00		156,864.47
2000-2999	Classified Salaries	36,928.42	0.00	0.00	0.00	85,815.75	0.00	1,349,297.76		1,472,041.93
3000-3999	Employee Benefits	26,317.78	0.00	0.00	0.00	70,323.89	0.00	764,169.30		860,810.97
4000-4999	Books and Supplies	17,712.00	0.00	0.00	0.00	3,631.22	0.00	50,730.41		72,073.63
5000-5999	Services and Other Operating Expenditures	163,093.43	0.00	0.00	0.00	571.82	0.00	135,268.75		298,934.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	268,464.83	0.00	0.00	0.00	292,793.95	0.00	2,299,466.22	0.00	2,860,725.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94		106,837.99
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94	0.00	106,837.99
	TOTAL BEFORE OBJECT 8980	268,464.83	0.00	0.00	0.00	305,794.00	0.00	2,393,304.16	0.00	2,967,562.99
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									2,967,562.99

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	372,629.83	0.00	125,528.52	0.00	856,833.86	3,791,343.28	4,830,026.07		9,976,361.56
2000-2999	Classified Salaries	421,790.96	0.00	0.00	0.00	331,440.37	899,319.23	2,091,617.50		3,744,168.06
3000-3999	Employee Benefits	438,327.96	0.00	57,484.22	0.00	612,526.08	2,198,133.57	3,518,272.20		6,824,744.03
4000-4999	Books and Supplies	22,944.28	0.00	0.00	0.00	0.00	56,122.80	12,718.38		91,785.46
5000-5999	Services and Other Operating Expenditures	2,415,307.14	0.00	1,650.00	0.00	0.00	7,247.94	1,077,554.67		3,501,759.75
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,671,000.17	0.00	184,662.74	0.00	1,800,800.31	6,952,166.82	11,530,188.82	0.00	24,138,818.86
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	5,528,730.82								5,528,730.82
	Total Indirect Costs and PCR Allocations	5,528,730.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,528,730.82
	TOTAL BEFORE OBJECT 8980	9,199,730.99	0.00	184,662.74	0.00	1,800,800.31	6,952,166.82	11,530,188.82	0.00	29,667,549.68
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									29,667,549.68
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	119,056.00		119,056.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	8,143.00		8,143.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	2,162,205.98	0.00	0.00	0.00	0.00	0.00	0.00		2,162,205.98
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	2,162,205.98	0.00	0.00	0.00	0.00	0.00	127,199.00	0.00	2,289,404.98
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	2,162,205.98	0.00	0.00	0.00	0.00	0.00	127,199.00	0.00	2,289,404.98
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									10,902,440.84
	TOTAL COSTS									13,191,845.82

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2017-18 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2017-18 Report SEMA, 2017-18 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	21,171,280.89	13,842,513.42
2. Enter audit adjustments of 2017-18 special education expenditures from SACS2019ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		

3. Enter restatements of 2018-19 special education beginning fund balances from SACS2019ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)		

4. Enter any other adjustments, not included in Line 1 (explain below)		

5. 2017-18 Expenditures, Adjusted for 2018-19 MOE Calculation (Sum lines 1 through 4)	21,171,280.89	13,842,513.42
C. Unduplicated Pupil Count		
1. Enter the unduplicated pupil count reported in 2017-18 Report SEMA, 2017-18 Expenditures by LEA (LE-CY) worksheet	<u>1,476.00</u>	
2. Enter any adjustments not included in Line C1 (explain below)	_____	

3. 2017-18 Unduplicated Pupil Count, Adjusted for 2018-19 MOE Calculation (Line C1 plus Line C2)	1,476.00	

SELPA: North Orange (MM)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2018-19 Expenditures by LEA (LE-CY) and the 2017-18 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2018-19 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2018-19 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	<u>State and Local</u>	<u>Local Only</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total exempt reductions	<u>0.00</u>	<u>0.00</u>

SELPA: North Orange (MM)

SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)	_____	
Increase in funding (if difference is positive)	<u>0.00</u>	
Maximum available for MOE reduction (50% of increase in funding)	<u>0.00</u> (a)	
Current year funding (IDEA Section 619 - Resource 3315)	_____	
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	<u>0.00</u> (b)	

If (b) is greater than (a).		
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	_____	(c)
Available for MOE reduction. (line (a) minus line (c), zero if negative)	<u>0.00</u>	(d)
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	_____	_____

If (b) is less than (a).		
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	_____	(e) _____
Available to set aside for EIS (line (b) minus line (e), zero if negative)	<u>0.00</u>	(f) _____

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:		

SELPA: North Orange (MM)

SECTION 3

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
	Actual Expenditures (LE-CY Worksheet) FY 2018-19	Actual Expenditures Comparison Year FY 2017-18	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.			
a. Total special education expenditures	32,635,112.67		
b. Less: Expenditures paid from federal sources	2,967,562.99		
c. Expenditures paid from state and local sources	29,667,549.68	21,171,280.89	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation		0.00	
		21,171,280.89	
Less: Exempt reduction(s) for SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	29,667,549.68	21,171,280.89	8,496,268.79

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE compliance requirement is met based on the combination of state and local expenditures.

	Actual FY 2018-19	Comparison Year FY 2017-18	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.			
a. Total special education expenditures	32,635,112.67		
b. Less: Expenditures paid from federal sources	2,967,562.99		
c. Expenditures paid from state and local sources	29,667,549.68	21,171,280.89	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation		0.00	
		21,171,280.89	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	29,667,549.68	21,171,280.89	
d. Special education unduplicated pupil count	1,569	1,476	
e. Per capita state and local expenditures (A2c/A2d)	18,908.57	14,343.69	4,564.88

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.

SELPA: North Orange (MM)

B. LOCAL EXPENDITURES ONLY METHOD

	Actual FY 2018-19	Comparison Year FY 2017-18	Difference
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
a. Expenditures paid from local sources	13,191,845.82	13,842,513.42	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation		0.00	
		<u>13,842,513.42</u>	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	<u>13,191,845.82</u>	<u>13,842,513.42</u>	<u>(650,667.60)</u>

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only.

	Actual FY 2018-19	Comparison Year FY 2017-18	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita local expenditures only.			
a. Expenditures paid from local sources	13,191,845.82	13,842,513.42	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE		0.00	
		<u>13,842,513.42</u>	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	<u>13,191,845.82</u>	<u>13,842,513.42</u>	
b. Special education unduplicated pupil count	1,569	1,485	
c. Per capita local expenditures (B2a/B2b)	<u>8,407.80</u>	<u>9,321.56</u>	<u>(913.76)</u>

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the per capita local expenditures only.

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SELPA: North Orange (MM)

Object Code	Description	Orange COE (MM00)	Buena Park Elementary (MM21)	Fullerton Elementary (MM22)	La Habra City Elementary (MM23)	Fullerton Joint Union High (MM24)	Lowell Joint Elementary (MM25)
TOTAL EXPENDITURES - All Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
PCRA	Program Cost Report Allocations						
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EXPENDITURES - Paid from State and Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
PCRA	Program Cost Report Allocations						
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

SELPA: North Orange (MM)

Object Code	Description	Adjustments*	Total
TOTAL EXPENDITURES - All Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
PCRA	Program Cost Report Allocations		0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00
	TOTAL COSTS	0.00	0.00
EXPENDITURES - Paid from State and Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
PCRA	Program Cost Report Allocations		0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources		0.00
	TOTAL COSTS	0.00	0.00

SELPA: North Orange (MM)

Object Code	Description	Orange COE (MM00)	Buena Park Elementary (MM21)	Fullerton Elementary (MM22)	La Habra City Elementary (MM23)	Fullerton Joint Union High (MM24)	Lowell Joint Elementary (MM25)
EXPENDITURES - Paid from Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)						
8980	Contributions from Unrestricted Revenues to State Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT							

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: North Orange (MM)

Object Code	Description	Adjustments*	Total
EXPENDITURES - Paid from Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)		0.00
8980	Contributions from Unrestricted Revenues to State Resources		0.00
	TOTAL COSTS	0.00	0.00
UNDUPLICATED PUPIL COUNT			0

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									1,569
TOTAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	647,995.00	0.00	0.00	0.00	982,613.00	3,886,693.00	4,984,772.00		10,502,073.00
2000-2999	Classified Salaries	463,476.00	0.00	0.00	0.00	443,438.00	793,743.00	3,474,449.00		5,175,106.00
3000-3999	Employee Benefits	483,003.00	0.00	0.00	0.00	524,922.00	1,675,810.00	3,598,017.00		6,281,752.00
4000-4999	Books and Supplies	36,432.00	0.00	0.00	0.00	2,124.00	48,000.00	(285,000.00)		(198,444.00)
5000-5999	Services and Other Operating Expenditures	2,103,230.00	0.00	0.00	0.00	220.00	6,500.00	932,160.00		3,042,110.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,734,136.00	0.00	0.00	0.00	1,953,317.00	6,410,746.00	12,704,398.00	0.00	24,802,597.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	11,926.00	0.00	86,085.00		98,011.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	11,926.00	0.00	86,085.00	0.00	98,011.00
	TOTAL COSTS	3,734,136.00	0.00	0.00	0.00	1,965,243.00	6,410,746.00	12,790,483.00	0.00	24,900,608.00
STATE AND LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	611,947.00	0.00	0.00	0.00	862,165.00	3,886,693.00	4,984,772.00		10,345,577.00
2000-2999	Classified Salaries	420,249.00	0.00	0.00	0.00	356,664.00	793,743.00	2,161,106.00		3,731,762.00
3000-3999	Employee Benefits	449,390.00	0.00	0.00	0.00	440,620.00	1,675,810.00	2,790,140.00		5,355,960.00
4000-4999	Books and Supplies	28,932.00	0.00	0.00	0.00	0.00	48,000.00	(290,500.00)		(213,568.00)
5000-5999	Services and Other Operating Expenditures	2,100,560.00	0.00	0.00	0.00	0.00	6,500.00	931,160.00		3,038,220.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,611,078.00	0.00	0.00	0.00	1,659,449.00	6,410,746.00	10,576,678.00	0.00	22,257,951.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	3,611,078.00	0.00	0.00	0.00	1,659,449.00	6,410,746.00	10,576,678.00	0.00	22,257,951.00
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									22,257,951.00

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total	
LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)											
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
5000-5999	Services and Other Operating Expenditures	1,729,740.00	0.00	0.00	0.00	0.00	0.00	0.00		1,729,740.00	
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
	Total Direct Costs	1,729,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,729,740.00	
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL BEFORE OBJECT 8980	1,729,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,729,740.00	
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)									0.00	
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)										
	TOTAL COSTS										13,221,718.00
											14,951,458.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									1,569
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	397,043.03	0.00	125,528.52	0.00	989,285.13	3,791,343.28	4,830,026.07		10,133,226.03
2000-2999	Classified Salaries	458,719.38	0.00	0.00	0.00	417,256.12	899,319.23	3,440,915.26		5,216,209.99
3000-3999	Employee Benefits	464,645.74	0.00	57,484.22	0.00	682,849.97	2,198,133.57	4,282,441.50		7,685,555.00
4000-4999	Books and Supplies	40,656.28	0.00	0.00	0.00	3,631.22	56,122.80	63,448.79		163,859.09
5000-5999	Services and Other Operating Expenditures	2,578,400.57	0.00	1,650.00	0.00	571.82	7,247.94	1,212,823.42		3,800,693.75
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,939,465.00	0.00	184,662.74	0.00	2,093,594.26	6,952,166.82	13,829,655.04	0.00	26,999,543.86
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94		106,837.99
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	5,528,730.82								5,528,730.82
	Total Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94	0.00	106,837.99
	TOTAL COSTS	3,939,465.00	0.00	184,662.74	0.00	2,106,594.31	6,952,166.82	13,923,492.98	0.00	27,106,381.85
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)										
1000-1999	Certificated Salaries	24,413.20	0.00	0.00	0.00	132,451.27	0.00	0.00		156,864.47
2000-2999	Classified Salaries	36,928.42	0.00	0.00	0.00	85,815.75	0.00	1,349,297.76		1,472,041.93
3000-3999	Employee Benefits	26,317.78	0.00	0.00	0.00	70,323.89	0.00	764,169.30		860,810.97
4000-4999	Books and Supplies	17,712.00	0.00	0.00	0.00	3,631.22	0.00	50,730.41		72,073.63
5000-5999	Services and Other Operating Expenditures	163,093.43	0.00	0.00	0.00	571.82	0.00	135,268.75		298,934.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	268,464.83	0.00	0.00	0.00	292,793.95	0.00	2,299,466.22	0.00	2,860,725.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94		106,837.99
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	13,000.05	0.00	93,837.94	0.00	106,837.99
	TOTAL BEFORE OBJECT 8980	268,464.83	0.00	0.00	0.00	305,794.00	0.00	2,393,304.16	0.00	2,967,562.99
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									2,967,562.99

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	372,629.83	0.00	125,528.52	0.00	856,833.86	3,791,343.28	4,830,026.07		9,976,361.56
2000-2999	Classified Salaries	421,790.96	0.00	0.00	0.00	331,440.37	899,319.23	2,091,617.50		3,744,168.06
3000-3999	Employee Benefits	438,327.96	0.00	57,484.22	0.00	612,526.08	2,198,133.57	3,518,272.20		6,824,744.03
4000-4999	Books and Supplies	22,944.28	0.00	0.00	0.00	0.00	56,122.80	12,718.38		91,785.46
5000-5999	Services and Other Operating Expenditures	2,415,307.14	0.00	1,650.00	0.00	0.00	7,247.94	1,077,554.67		3,501,759.75
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,671,000.17	0.00	184,662.74	0.00	1,800,800.31	6,952,166.82	11,530,188.82	0.00	24,138,818.86
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	5,528,730.82								5,528,730.82
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	3,671,000.17	0.00	184,662.74	0.00	1,800,800.31	6,952,166.82	11,530,188.82	0.00	24,138,818.86
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									24,138,818.86
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	119,056.00		119,056.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	8,143.00		8,143.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	2,162,205.98	0.00	0.00	0.00	0.00	0.00	0.00		2,162,205.98
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	2,162,205.98	0.00	0.00	0.00	0.00	0.00	127,199.00	0.00	2,289,404.98
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	2,162,205.98	0.00	0.00	0.00	0.00	0.00	127,199.00	0.00	2,289,404.98
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									10,902,440.84
	TOTAL COSTS									13,191,845.82

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: North Orange (MM)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2019-20 Budget by LEA (LB-B) and the 2018-19 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2019-20 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2019-20 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	<u>State and Local</u>	<u>Local Only</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total exempt reductions	0.00	0.00

SELPA: North Orange (MM)

SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	
Increase in funding (if difference is positive)	_____ 0.00	
Maximum available for MOE reduction (50% of increase in funding)	_____ 0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)	_____	
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	_____ 0.00 (b)	

If (b) is greater than (a).		
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	_____ (c)	
Available for MOE reduction. (line (a) minus line (c), zero if negative)	_____ 0.00 (d)	
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	_____	_____

If (b) is less than (a).		
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	_____ (e)	_____
Available to set aside for EIS (line (b) minus line (e), zero if negative)	_____ 0.00 (f)	

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:		

SELPA: North Orange (MM)

SECTION 3

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
	Budgeted Amounts (LB-B Worksheet) FY 2019-20	Actual Expenditures Comparison Year FY 2018-19	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.			
a. Total special education expenditures	24,900,608.00		
b. Less: Expenditures paid from federal sources	2,642,657.00		
c. Expenditures paid from state and local sources	22,257,951.00	23,239,518.86	
Add/Less: Adjustments and/or PCRA required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		23,239,518.86	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	22,257,951.00	23,239,518.86	(981,567.86)

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures.

	Budgeted Amounts FY 2019-20	Comparison Year FY 2018-19	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.			
a. Total special education expenditures	24,900,608.00		
b. Less: Expenditures paid from federal sources	2,642,657.00		
c. Expenditures paid from state and local sources	22,257,951.00	23,239,518.86	
Add/Less: Adjustments and/or PCRA required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		23,239,518.86	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	22,257,951.00	23,239,518.86	
d. Special education unduplicated pupil count	1569	1569	
e. Per capita state and local expenditures (A2c/A2d)	14,186.07	14,811.68	(625.61)

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.

SELPA: North Orange (MM)

B. LOCAL EXPENDITURES ONLY METHOD

	Budget FY 2019-20	Comparison Year FY 2018-19	Difference
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
a. Expenditures paid from local sources	14,951,458.00	13,191,845.82	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		13,191,845.82	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	<u>14,951,458.00</u>	<u>13,191,845.82</u>	<u>1,759,612.18</u>

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local expenditures only.

	Budget FY 2019-20	Comparison Year FY 2018-19	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on per capita local expenditures			
a. Expenditures paid from local sources	14,951,458.00	13,191,845.82	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		13,191,845.82	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	<u>14,951,458.00</u>	<u>13,191,845.82</u>	
b. Special education unduplicated pupil count	<u>1,569</u>	<u>1,569</u>	
c. Per capita local expenditures (B2a/B2b)	<u>9,529.29</u>	<u>8,407.80</u>	<u>1,121.49</u>

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per capita local expenditures only.

Robert R. Coghlan, Ph.D.
Contact Name

(714) 447-7412
Telephone Number

Assistant Superintendent of Business Services
Title

robert_coghlan@myfsd.org
Email Address

SELPA: North Orange (MM)

Object Code	Description	Orange COE (MM00)	Buena Park Elementary (MM21)	Fullerton Elementary (MM22)	La Habra City Elementary (MM23)	Fullerton Joint Union High (MM24)	Lowell Joint Elementary (MM25)
TOTAL BUDGET - All Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET - State and Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

SELPA: North Orange (MM)

Object Code	Description	Adjustments*	Total
TOTAL BUDGET - All Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL COSTS	0.00	0.00
BUDGET - State and Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources		0.00
	TOTAL COSTS	0.00	0.00

SELPA: North Orange (MM)

Object Code	Description	Orange COE (MM00)	Buena Park Elementary (MM21)	Fullerton Elementary (MM22)	La Habra City Elementary (MM23)	Fullerton Joint Union High (MM24)	Lowell Joint Elementary (MM25)
BUDGET - Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)						
8980	Contributions from Unrestricted Revenues to State Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT							

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: North Orange (MM)

Object Code	Description	Adjustments*	Total
BUDGET - Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)		0.00
8980	Contributions from Unrestricted Revenues to State Resources		0.00
	TOTAL COSTS	0.00	0.00
UNDUPLICATED PUPIL COUNT			0

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

DISCUSSION/ACTION ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Damian Ibarra, Supervisor, Business Services
SUBJECT: **ADOPT RESOLUTION #19/20-07 APPROVING THE RECALCULATION OF THE 2018/2019 APPROPRIATIONS LIMITATION AND ESTABLISHING THE 2019/2020 ESTIMATED APPROPRIATIONS LIMITATION CALCULATIONS.**

Background: Since 1979, when Proposition 4 (the Gann Amendment) was approved by the voters of California, all school districts must establish a Gann Limit for the preceding and current fiscal year in accordance with the provision of the Gann Amendment and applicable statutory law.

Rationale: The California Department of Education is requesting these forms in accordance with Government Code section 7906 (f) which states:

“Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, the amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and approved by the Director of Finance.”

Funding: Not applicable.

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

RC:DI:yd
Attachments

FULLERTON SCHOOL DISTRICT

ADOPT RESOLUTION #19/20-07

**APPROVING THE RECALCULATION OF THE 2018/2019 APPROPRIATIONS
LIMITATION AND ESTABLISHING THE 2019/2020 ESTIMATED
APPROPRIATIONS LIMITATION CALCULATIONS**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2018/2019 fiscal year and a projected Gann Limit for the 2019/2020 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2018/2019 and 2019/2020 fiscal years are made in accord with applicable constitutional and statutory law; and,

BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2018/2019 and 2019/2020 fiscal years do not exceed the limitations imposed by Proposition 4; and,

BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

BE IT FURTHER RESOLVED that the documentation used in determining the appropriations limit shall be available to the public at 1401 W. Valencia Drive, Fullerton, California 92833.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 10th day of September 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Attest:

President, Board of Trustees

Clerk/Secretary to the Board

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	85,781,273.59		85,781,273.59			87,141,964.46
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	12,953.96		12,953.96			12,693.75
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	12,693.75		12,693.75	12,493.82		12,493.82
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			12,693.75			12,493.82
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2018-19 Actual			2019-20 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	209,167.95		209,167.95	209,168.00		209,168.00
2. Timber Yield Tax (Object 8022)	0.17		0.17	5.00		5.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	38,220,229.37		38,220,229.37	38,508,351.00		38,508,351.00
5. Unsecured Roll Taxes (Object 8042)	1,183,824.87		1,183,824.87	1,158,569.00		1,158,569.00
6. Prior Years' Taxes (Object 8043)	424,871.02		424,871.02	428,591.00		428,591.00
7. Supplemental Taxes (Object 8044)	1,806,052.82		1,806,052.82	1,734,421.00		1,734,421.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	8,526,231.17		8,526,231.17	8,272,350.00		8,272,350.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	3,787,349.78		3,787,349.78	3,563,998.00		3,563,998.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	54,157,727.15	0.00	54,157,727.15	53,875,453.00	0.00	53,875,453.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	54,157,727.15	0.00	54,157,727.15	53,875,453.00	0.00	53,875,453.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,272,623.94			1,312,856.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,272,623.94			1,312,856.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	61,007,086.85		61,007,086.85	62,767,286.00		62,767,286.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(37.00)		(37.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	61,007,049.85	0.00	61,007,049.85	62,767,286.00	0.00	62,767,286.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	155,188,362.24		155,188,362.24	137,569,128.00		137,569,128.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	611,816.47		611,816.47	400,000.00		400,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS			2018-19 Actual			2019-20 Budget
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			85,781,273.59			87,141,964.46
2. Inflation Adjustment			1.0367			1.0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9799			0.9842
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			87,141,964.46			89,067,078.60
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			54,157,727.15			53,875,453.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,523,250.00			1,499,258.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			34,256,861.25			36,504,481.60
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			34,256,861.25			36,504,481.60
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			349,946.37			263,557.66
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			54,507,673.52			54,139,010.66
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			33,906,914.88			36,240,923.94
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			54,507,673.52			
b. State Subventions (Line D8)			33,906,914.88			
c. Less: Excluded Appropriations (Line C23)			1,272,623.94			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			87,141,964.46			

DISCUSSION/ACTION ITEM

DATE: September 10, 2019
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board discussed the Board Annual Goals at the Special Board Meeting of August 20, 2019.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs
Attachment

2018-2019 Goal 1:

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

2019-2020 Proposed Revised Goal 1:

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

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 2:

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

2019-2020 Proposed Revised Goal 2:

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

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 3:

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

2019-2020 Proposed Revised Goal 3:

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

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 4:

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

2019-2020 Proposed Revised Goal 4:

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

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019

NO GOAL EXISTS!

2019-2020 Proposed New Goal 5:

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

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

Additional Suggestions:

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

DISCUSSION/ACTION ITEM

DATE: September 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING FOR TEACHER STIPENDS BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)**

Background: The District has historically paid teachers for extra curricular assignments and/or activities that take place outside of a teacher's regular duties and work hours. However, this compensation has differed. In the spirit of Partnership between Administration and Labor (PAL), representatives of the District and the Fullerton Elementary Teachers Association (FETA) worked together to identify qualifying extracurricular activities and establish an equitable rate of pay.

Rationale: A defined compensation package for extra curricular duties allows for uniformity and equitability.

Funding: General and Categorical Fund accounts for appropriate sites/departments.

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

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

August 22, 2019

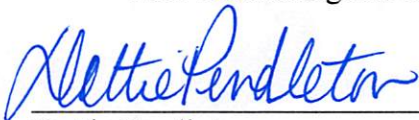
For the 2019-2020 school year, the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA) agree to the following extracurricular stipend amounts for each extracurricular activity as listed below.

Each extracurricular assignment is based on a minimum number of required hours and the amount of the stipend is built upon the teacher hourly rate (\$44.26) for the number of required minimum hours. The stipend will be paid on the May 31st pay warrant. The requirements for each extracurricular assignment and the required minimum hours are provided on a separate informational flyer for each program. One stipend will be provided per participating school site (with the exception of FSD Innovation Experience Teacher). Teacher teams may split the extracurricular assignment and stipend with mutual agreement between teacher teams and the site administrator.

- STAGE stipend - \$1,800
- Speech and Debate Teacher Coach stipend - \$4,500
- Speech and Debate Lead Teacher Coach stipend - \$1,200
- Robot Nation Coach stipend - \$750 for small schools (Commonwealth, Maple, Hermosa, and Woodcrest), two (2) \$750 for all other schools
- FSD Innovation Experience Teacher stipend- \$200 (2 stipends per school site)
- FSD eSports Coach stipend - \$450

The following extracurricular assignments are not available to be split among teacher teams

- Robot Nation Competition Committee Member stipend - \$500
- FSD Fest Committee Member stipend - \$500
- FSD Passion Agents Site Coordinator stipend - \$133



Dottie Pendleton
Negotiations Chairperson
FETA

Date: 8/22/19



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

Date: 8/22/19

2019-2020 FSD Teacher Coach Responsibilities & Stipend Agreement



Overview We are pleased to be able to once again offer Speech & Debate to our students. Teacher Coaches are an important part of this program. You will not only provide guided instructional coaching support to students, but you will also communicate regularly with the program director and walk-on coaches to ensure the successful coordination of all site-based program operations and activities.

Teacher Coaches must attend training and the required number of tournaments. In addition, Teacher Coaches are responsible for communicating in advance, all practice and tournament-related schedules and information with the principal, parents and students.

Hours and Commitment

The success of each program is based on the time that a teacher puts in to developing students and building a team culture. Below are the required hours, but each site is encouraged to provide additional practices for students as needed before tournaments. **A one-hour required training will be provided at the beginning of the year to review all of these requirements in detail.**

On Week/Off Week Scheduling:

Unless otherwise arranged with the Speech Director, schools will be on the following on/off schedule:

- On Weeks are the weeks in which the Walk-On Coach will be on campus afterschool to lead program.
- Off Weeks are the weeks in which the Walk-On Coach will not be on campus afterschool to lead program. However, coaching support will be provided during the school day by the speech program director and/or the Walk-On coach. Teacher Coaches

Sample On/Off Practice Schedules

ELEMENTARY- After School	Tuesday (1.5 hours)	Thursday (optional 1 hour)
Week 1 (on week)	Walk-On Coach Teacher Coach	Teacher Coach
Week 2 (*off week)	Teacher Coach	Teacher Coach

**During the off week, the Walk-On Coach and/or Program Director will be coaching small groups of kids during the school day*

MIDDLE SCHOOL- After School	Tuesday (2 hours)	Thursday (1 hour min)
Week 1 (on week)	Walk-On Coach Teacher Coach	Teacher Coach
Week 2 (*off week)	-Optional Practice-	-Optional Practice-

***During the off week, the Walk-On Coach and/or Program Director will be coaching small groups of kids during the school day*

Teacher coaches at sites that are not on the on/off schedule will still work the same number of hours; the difference being when the Walk-On Coach support is provided during what would be the “off week.” The speech program director will work with the principal to arrange this schedule.

Elementary Time Commitment (Total: 101.5 hours)

Weekly Practice Commitment (1 ½ hours/week every week x 38 weeks = 57 hours)

- During “on weeks” the Walk-On Coach will lead practice 1 ½ hours per week. The **Teacher Coach** will provide operational and coaching support during this time.
- During “off weeks” the Walk-On Coach will not be on campus afterschool, but instead the coach, or program director, will be working with Speech and Debate students during the school day. The **Teacher Coach** will lead practice for a minimum of 1 ½ hours per week.
- On the solo coaching day, Teacher Coaches will receive curriculum that will help them reinforce student goals set by the walk on coaches/speech director, and to continue to put into place speech strategies learned throughout the year.
- It is recommended that every week (during both the on and off weeks), the Teacher Coach leads a second practice on their own for at least 1 hour on a different day, so that students have a minimum of 2 ½ hours of practice each week.

Tournament Commitment (43.5 hours)

- Elementary Teachers must also attend **5 elementary tournaments per year, and 2 half days (7:15-1) at the junior high level.** This is true whether or not you have 6th graders in your program as the additional support is needed at middle school tournaments the first half of the day.
- FSD will have four in-house district tournaments and 1 regional championship tournament (see last page for schedule)
- The hours for 3 of the in-house tournaments are 7:15 AM through 1:00 PM. Two of the tournaments will occur in the fall and one will take place in either January or February.
- The District Championship will take place in March and the required tournament hours are 7:15 AM through 8:00 PM.
- The Southern California Elementary Tournament takes place in April and the required hours are 7:15 AM through 6:00 PM.
- Teacher Coaches must wait until all students are picked up before leaving. Walk on coaches are not to stay with students after a tournament; it is the teacher’s responsibility to assure that all their students are picked up.
- Please be advised that tournament times are subject to change based on the flow of the tournament. If teachers do their part, we can start on time and end on

time or earlier. If teachers are late to register it will make the tournament run late. We are trying to make this the best possible experience, but we need your help.

Middle School Time Commitment (Total: 101.5 hours)

Weekly Practice Commitment (3 hours/week every other week x 16 weeks = 48 hours)

- During “on weeks” the Walk-On Coach will lead practice for 2 hours per week. The **Teacher Coach** will provide operational and coaching support during this time. In addition, during the on week, the Teacher Coach will provide at least 1 additional hour of practice so that students have a minimum of 3 hours of practice each week.
- During “off weeks” there will be no program after school. Instead, the Walk-On Coach and/or program director will work with Speech & Debate students during the school day. Teacher Coaches have the option of holding additional practices on these weeks.
- On the solo coaching days, Teacher Coaches will receive curriculum that will help them reinforce student goals set by the walk on coaches/speech director, and to continue to put into place speech strategies learned throughout the year.

Tournament Commitment (52.5 hours)

- Middle School Teacher Coaches must attend 3.5 tournaments a year.
- Coaches will be assigned to their half days.
- There will be 3 secondary tournaments in Santa Ana.
- The hours of the 2 fall tournaments and 1 tournament in January will be, 7:15 AM - 8:30 PM.
- Each district will have their own district championship in March and that is typically also the national qualifier. The time requirement for that tournament is 7:15 AM through 8:30 PM.
- Every other year (starting in 2021) the three-day state tournament will be hosted in the south and all schools will attend.

Daily Practice/Classroom Responsibilities

- Facilitate daily warm-ups, classroom activities, and practice sessions (Walk-On Coaches will provide guidance for activities)
- Collect and track parent permission forms regarding registration, tournaments, scripts and any other documentation needed.
- Ensure students scripts are in time as event dictates.

- Ensure students all have a proper copy of their script.
- Teachers are asked to follow school site classroom guidelines in regards to classroom management, discipline and protocols.
- Ensure that walk on coaches are arriving on time and staying on site as their schedule time has stated.
- Contact speech director through email or cell phone call in the event a walk-on coach either shows up late, leaves early or does not show without pre-approval by speech director.
- In the event that our school site meets after school for speech practice teachers will communicate with speech director regarding the days and hours of after-school practices.
- Practices will be based on either student numbers, the need or speech directors discretion of each individual school.
- In the event an after-school practice must either be changed or canceled the speech director must be contacted through a phone call ASAP.
- Teachers must provide the speech director a calendar of school-wide events, testing dates and any other events that may interfere with speech tournaments, meeting or practices.
- If new school-wide events, tests, or other activities are added later into the year and will interfere with speech, teachers must inform speech director ASAP.

Teacher Coaches Tournament Responsibilities

- Communicate all tournament information and transportation details to parents by the Monday before each tournament.
- Sign up students for events at tournaments well in advance of the tournament, as per the timeline given by the director
- Work with the speech director to learn how to judge at regional tournaments as needed
- Provide oversight of FSD students at tournament and wait with students at drop off for parents to pick them up after the tournaments.

2019-2020 Speech and Debate Calendar Fullerton School District

<p>4th and 5th Grade Tournament Schedule: <i>Approximate Time Commitment: 7 a.m. to 1:30 p.m.</i></p>	<p>6th, 7th and 8th Grade Tournament Schedule: <i>Approximate Time Commitment: 6 a.m. to 8:30 p.m.</i></p>
<p>FSD Warm-Up: Saturday, October 12th Nicolas Junior High School</p>	<p>SAUSD Warm-Up: Friday, September 27th and Saturday, Sept. 28th Godinez HS, Santa Ana, CA</p>
<p>FSD Winter Classic: Saturday, December 14th Nicolas Junior High School</p>	<p>Santa Ana Fall Classic: Friday, November 1 and Saturday, November 2 Century HS, Santa Ana, CA</p>
<p>FSD Mardi Gras Tournament: Saturday, February 1st Nicolas Junior High School</p>	<p>SAUSD Mardi Gras Tournament: Friday, January 25th and Saturday, January 26th Santa Ana HS, Santa Ana, CA</p>
<p>FSD Elem and MS District Championships: Saturday, March 14th Nicolas Junior High School <i>Approximate Time Commitment: 7:15 a.m. to 6 p.m.</i></p>	
<p>So CA Michael Leigh Elem Championships Saturday, April 25th Villa Fundamental Middle School, Santa Ana</p>	<p>NSDA National Tournament June 14th-19th Albuquerque, NM</p>

***Note: Debate Students attend Friday and Saturday. Speech Students only attend Saturday**

Detailed Breakdown of Tournament Schedules

Middle School

Tournaments (52.5 hours):

6:00 AM – Bus Pick Up

7:15 AM – Arrive at Tournament

6:00 PM – Awards Begin

7:30 PM – Awards End

8:00 PM – Bus Departs to Fullerton

9:00 PM – Day is over

Total Hours: 15 hrs X 3.5 tourn = 52.5 hours

Practices (48 hours):

16 weeks X 3 hrs of coaching/wk = 48 hours

Total Hours = 101.5 hours

Elementary School

Tournaments (43.5 hours)

7:00 AM – Arrive at School

7:30 AM – Registration and Tournament Begins

12:15 PM – Awards Begin

1:00 PM – Awards End

1:30 PM – Day Is Over

*Total Hours – 6.5 hrs X 4 = 26 hours

Southern California Tournament

6:00 AM – Bus Pick Up

7:15 AM – Arrive at Tournament

3:30 PM – Awards Begin

4:30 PM – Awards End

5:00 PM – Bus Departs to Fullerton

6:00 PM – Day is over

*Total Hours = 12 hours

Add One Middle School Tournament ½ day:

7:00 AM – 12:30 PM = 7 hrs = 5.5 hours

Total Tournament Hours=(26+12+5.5)=43.5 hours

Practices (57 hours):

38 weeks x 1.5 hrs coaching/week = 57 hours

Total Hours = 101.5 hours

FSD Speech & Debate Teacher Coach Agreement 2019-2020

I have read the above description of the Teacher Coach Responsibilities for Speech and Debate 2019-2020. As the designated Teacher Coach at my school site for the 2019-2020 program year, I agree to attend the beginning of year training and do all of the above as a condition for earning a **\$4500 stipend**. The stipend will be made available to me in **one payment on May 31**. If my site has made special arrangements to split the stipend, I understand that I will be jointly responsible for carrying out the above duties and that I will receive a total of \$2250.

Name

School

Signature

Date

FSD Lead Teacher Stipend 2019-2020
(3 hours/month x 9 months x \$44.26/hour = \$1200)

One Lead Teacher will be recruited from current and experienced Teacher Coaches to serve as a resource for support and communication to all other Teacher Coaches and as a main point of contact for the speech director and the district. Teachers will have the opportunity to apply for this stipend position and the District will make the selection with input from the speech director.

Sample duties include providing support to other Teacher Coaches for questions related to carrying out responsibilities related to student recruitment and tryouts, script assignments, registration, coordinating and facilitating coaching with the Walk-On Coaches, communicating with parents, questions about transportation details to events, judging and what to expect at events.

FSD Speech & Debate Lead Teacher Coach Agreement 2019-2020

I have read the above description of the Teacher Coach Responsibilities for Speech and Debate 2019-2020. As the designated Lead Teacher Coach for the 2019-2020 program year, I agree to attend the beginning of year training and do all of the above as a condition for earning a \$1200 stipend. The stipend will be made available to me in one payment on May 31.

Name

School

Signature

Date

2019-2020 Speech and Debate Stipend Responsibilities Break Down for Teacher Coaches

Teacher Coach Required Tournament Hours

Middle School

Tournaments (52.5 hours):

6:00 AM – Bus Pick Up
7:15 AM – Arrive at Tournament
6:00 PM – Awards Begin
7:30 PM – Awards End
8:00 PM – Bus Departs to Fullerton
9:00 PM – Day is over

Total Hours: 15 hrs X 3.5 tourn = 52.5 hours

Practices (48 hours):

16 weeks X 3 hrs of coaching/wk = 48 hours

Total Hours = 101.5 hours

Elementary School

Tournaments (43.5 hours)

7:00 AM – Arrive at School
7:30 AM – Registration and Tournament Begins
12:15 PM – Awards Begin
1:00 PM – Awards End
1:30 PM – Day Is Over

***Total Hours – 6.5 hrs X 4 = 26 hours**

Southern California Tournament

6:00 AM – Bus Pick Up
7:15 AM – Arrive at Tournament
3:30 PM – Awards Begin
4:30 PM – Awards End
5:00 PM – Bus Departs to Fullerton
6:00 PM – Day is over

***Total Hours = 12 hours**

Add One Middle School Tournament ½ day:

7:00 AM – 12:30 PM = 7 hrs = 5.5 hours

Total Tournament Hours=(26+12+5.5)=43.5 hours

Practices (57 hours):

38 weeks x 1.5 hrs coaching/week = 57 hours

Total Hours = 101.5 hours

Teacher Coach Required Practice Schedules

ELEMENTARY- After School	Tuesday (1.5 hours)	Thursday (optional 1 hour)
Week 1 (on week)	Walk-On Coach Teacher Coach	Teacher Coach
Week 2 (*off week)	Teacher Coach	Teacher Coach

**During the off week, the Walk-On Coach and/or Program Director will be coaching small groups of kids during the school day*

MIDDLE SCHOOL- After School	Tuesday (2 hours)	Thursday (1 hour min)
Week 1 (on week)	Walk-On Coach Teacher Coach	Teacher Coach
Week 2 (*off week)	-Optional Practice-	-Optional Practice-

***During the off week, the Walk-On Coach and/or Program Director will be coaching small groups of kids during the school day*

Other Stipend Opportunities

Lead Teacher Coach Stipend (3 hours/month x 9 months x

\$44.26/hour = \$1200): A Lead Teacher will be recruited from current and experienced Teacher Coaches to serve as a resource for support and communication to all other Teacher Coaches and as a main point of contact for the speech director and the district. Teachers will have the opportunity to apply for this stipend position and the District will make the selection with input from the speech director. Sample duties include providing support to other Teacher Coaches for questions related to carrying out responsibilities related to student recruitment and tryouts, script assignments, registration, coordinating and facilitating coaching with the Walk-On Coaches, communicating with parents, questions about transportation details to events, judging and what to expect at events.

Teacher Coach Support at the National Tournament (Albuquerque, NM): If students qualify for nationals, Teacher Coaches will be selected to serve as chaperones, coaches and judges. Details to be determined as the number of students who qualify from various sites is known.



STAGE



Share Theatre Arts Grand Experience

Dear Teachers,

Thank you for you giving your time to this awesome project! You ROCK! Just a few things to help answer any questions that you might have.

- **Stipend:** \$1,800 for all rehearsals and performances (sub provided on performance day, see below).

Duties and Responsibilities:

- **Attendance:** (Will be done by using the nametags.)
 1. Identify students not there
 2. Obtain an absence log from office
 3. Any child at school but not at the rehearsal needs to be called.
- **Student Pick Up:**
 1. Stay to make sure all students have been picked up
 2. Call parents of student not picked up (Phone numbers with director)
- **During Rehearsal:**
 1. Help with student behavior (Communicating with parents when needed)
 2. Group work with lines, songs, or dance ect.. as requested by the director
 3. Assist in coordination of adult volunteers, programs
 4. Assist in identifying students with passion
 5. Assisting student historian with pictures and movie and playing at performance
- **Performance:(Sub Provided-You will need to arrange your own sub)**
 1. Assist in getting students in costumes and packing costumes
 2. Assist in running music, lights, or sound and striking

Other duties as assigned
- **HAVE FUN!**

Any questions or concerns with this or STAGE please contact Kyle Myers at:

Kyle_myers@myfsd.org (714) 447-7484

Thanks again!

I have read the above description of the responsibilities for the STAGE Program. As the designated teacher at my school site, I agree to all of the above as a condition for earning a \$1,800 stipend. The stipend will be made available to me on _____.

Name

School

Signature

Date

2019-2020 STAGE
Estimated Teacher Hours
Stipend Break Down

Rehearsals (36 hours):

9 Weeks X 4 hours of after school assistant directing = 36 Hours

Performance Day: (Regular School day hours + 4 hours in the evening)

School Day (Sub Provided)

8:00 AM Students Arrive

9:00 AM First Performance

10:00 AM Second Performance

11:30 AM Student Back to Class

Evening

4:30 PM Students Arrive

6:00 PM Performance

8:30 PM Day is over

Total Hours (not cover by sub) = 4 hours

Total Hours = 40 Hours

ROBOT NATION

Robot Nation Competition Committee Member Responsibilities Agreement

Overview

To support the success of the Robot Nation Competition, committee members will assist in the planning, preparation, and support for the competition. Committee members must attend all meetings and the competition on the date(s) the competition is set for.

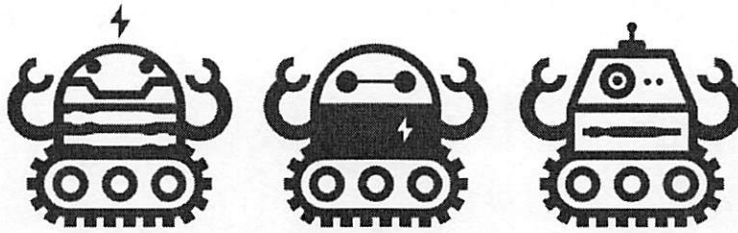
Hours and Commitments

Committee members will commit to:

- Attend **3** planning meetings, which will be 1 hour each meeting throughout the year.
- Assist in the work of planning and preparing for the challenges in the competition.
- Attend the competition set in the second semester of the school year for the full hours of the competition including set up and take down, which may be up to **8.5 hours**.
- Assist and support in all necessary day of responsibilities of the competition, such as setup, judging, supervision, scoring, rewards distribution, and cleanup.

Compensation

Committee members will be compensated with a stipend of \$500 (equivalent to 11.5 hours at the teacher hourly rate).



Robot Nation Coach Responsibilities Agreement

Overview

Robot Nation coaches are committed to 10 weeks of coaching students in preparations for the Robot Nation Competition. Coaches will teach students how to build capacity to compete in the different challenges offered by the competition. Commitments may include, but not limited to, technical skills in coding, design in robot building, attendance and support for the team at the competition, and creating a team culture that promotes failing forward, grit, and perseverance.

Hours and Commitments

Team success will be dependent on the hours dedicated by the coach in building a team culture and teaching key elements and skills. The commitments are:

- a **weekly team practice** on a selected day of choice for **1 hour** for **9 weeks**.
- Communication with staff, parents, and students in regards to weekly team practices and details for the Robot Nation Competition.
- Providing the resources and abilities for a student competitors in grades **K to 3** and/or **4 to 6** to learn the skills necessary to compete in the Robot Nation Competition held in the second half of the year.
- Promote the professional skills of grit, perseverance, collaboration, and critical thinking within the context of learning robotics.
- Encouragement and support for students to experience growth, success, and enjoyment of robotics during the club practices and at the competition.
- Attend, support, and supervise students at the Robot Nation Competition for safety, for **8 hours** on a **Saturday**.

Compensation:

Robot Nation coaches will be compensated with a stipend of \$750.00 for small schools (equivalent to 17 hours at the teacher hourly rate), and \$1500.00 for medium and large schools (equivalent to 34 hours at the teacher hourly rate).



FSD FEST

FSD FEST Committee Member Responsibilities Agreement

Overview

To support the success of the FSD FEST, committee members will assist in the planning, preparation, and support for the event. Committee members must attend all meetings and the event on the date(s) the district secures for the event.

Hours and Commitments

Committee members will commit to:

- Attend **3** planning meetings, which will be 1 hours each meeting throughout the year.
- Assist in the work of planning and preparing for the event.
- Attend the event set in the second semester of the school year for the full hours of the competition plus set up and take down, which may be up to **8.5 hours**.
- Assist and support in all necessary day of responsibilities of the event, such as setup, judging, supervision, helping students get to the right areas, quick tear down and re-arranging areas between events, and cleanup.

Compensation

Committee members will be compensated with a stipend of \$500 (equivalent to 11.5 hours at the teacher hourly rate).



FSD Innovation Experience Teacher Agreement

Overview

To support the success of the Innovation Experience, teachers selected by their site administration will work with students to vision and create a booth, as well as set up, run, and tear down the booth at the FSD Fest event on February 1st, 2020.

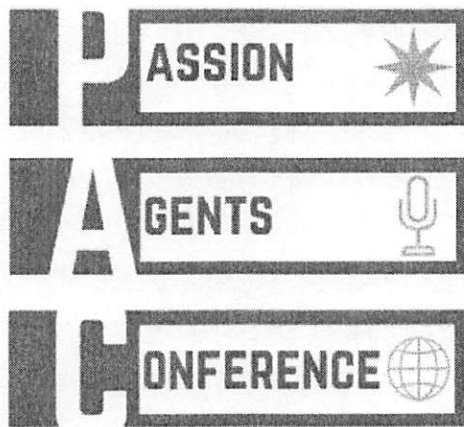
Hours and Commitments

Attendees will commit to:

- Work with a group of students on preparing the vision, theme, and content of the booth to represent innovation from your school site for 2 hours outside of regular school hours.
- Attend the event on February 1st, 2020 for the time slotted for the Innovation Experience, including time for setup and take down of the booth.
- The event should last 1.5 hours, with 2.5 total hours allotted for the entire event including setup and take down.
- Assist and support in all necessary responsibilities for the booth setup, running, and take down and supervision of the students.
- Work with the students to ensure they are prepared to speak about the innovations represented in the booth.

Compensation

Innovation Experience teachers will be compensated with a \$200 stipend (equivalent to 4.5 hours at the teacher hourly rate).



FSD Passion Agents Site Coordinator Agreement

Overview

To support the success of the Passion Agents Conference, the Coordinator selected by their site administration will work with students to ensure that those who wish to speak at the Passion Agents Conference have a time slot, permission slips, and understand the commitment to speaking at the FSD Fest event on February 1st, 2020.

Hours and Commitments

Attendees will commit to:

- Work with students on their campus to understand the poster sessions, open mike time, and conference room sessions.
- Work with the students to ensure they have permission slips, communicate with parents about the event, present about the event at a staff meeting, etc. for a total of 3 hours across the school year (outside of contract hours).

Compensation

Passion Agents Coordinators will be compensated with a \$133.00 stipend (equivalent to 3 hours at the teacher hourly rate).



#FSDeSports

FSD eSports Coach Responsibilities Agreement

Overview

eSports coaches are committed to 6 weeks of coaching students in preparations for the FSD eSports Tournament. Commitments will include hosting a club at your site, running practices, selecting a team, attendance at tournament events, and creating a team culture that promotes the FSD Gaming Principles.

Hours and Commitments

Team success will be dependent on the hours dedicated by the coach in building a team culture and teaching key elements and skills. The commitments are:

- Management of an eSports club at your site
- 1 hour of team practice per week, for 6 weeks.
- Communication with staff, parents, and students in regards to weekly team practices and details for your eSports club and the FSD eSports Tournament.
- Promote and lead students in the FSD Gaming Principles: Goal Setting, Achievement, Moderation, Exercise, and Sportsmanship.
- Encouragement and support for students to experience growth, success, collaboration, and enjoyment of eSports during the club practices and at the competition.
- Attend, support, and supervise students at the FSD eSports Tournament Qualifying Round (sometime in December) for safety and encouragement, for 1.5 hours on a Saturday.
- Attend, support, and supervise students at the FSD eSports Tournament (during FSD Fest, on Feb.1, 2020) for safety and encouragement, for 2.5 hours on a Saturday.

Compensation

eSports Coaches will be compensated with a \$450 stipend (equivalent to 10 hours at the teacher hourly rate).

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 10, 2019
5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:17 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur
(*Jeanette Vazquez was absent*)

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

Recess to Closed Session – Agenda

At 5:18 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

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

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

Introductions/Recognitions:

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

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

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

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

Superintendent's Report

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

Information from the Board of Trustees

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

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

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

Trustee Vazquez– not present.

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

Information from PTA, FETA, CSEA, FESMA

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

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

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

FESMA –Robin Gilligan- no report.

Public Comments:

No public comments.

Approve Minutes

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

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

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

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

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

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

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

1g. Approve/Ratify Classified Personnel Report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1v. Adopt resolution numbered 18/19-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County

Superintendent of Schools).

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

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

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

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

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

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

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

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

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

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

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

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

Discussion/Action Items:

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

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

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

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

2c. Approve Revised Board Annual Goals.

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

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

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

Presentation

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

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

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

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 24, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

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

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

Introductions/Recognitions:
Golden Hill School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes
Regular Meeting September 10, 2019

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered N22C0012 through N22C0016, N22D0092 through N22D0124, N22E0016 through N22E0029, N22M0129 through N22M0137, N22R0322 through N22R0356, N22S0004, N22T0015, N22V0049 through N22V0050, N22X0309 through N22X0331, and N22Y0069 through N22Y0072 for the 2019/2020 school year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1z. Approve/Ratify Classified Personnel Report.

Public Hearing

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

Discussion/Action Items:

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

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

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

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

Administrative Report:

3a. Developer Fees Report

Discussion/Action Item:

2e. Approve Revised Board Annual Goals

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

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, October 15, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), extra period(s), stipend(s), and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

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

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

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

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

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

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

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

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

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

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

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

Clerk/Secretary

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

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

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

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

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

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: September 24, 2019

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

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

CONSENT ITEM

DATE: September 24, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0012 THROUGH N22C0016, N22D0092 THROUGH N22D0124, N22E0016 THROUGH N22E0029, N22M0129 THROUGH N22M0137, N22R0322 THROUGH N22R0356, N22S0004, N22T0015, N22V0049 THROUGH N22V0050, N22X0309 THROUGH N22X0331, AND N22Y0069 THROUGH N22Y0072 FOR THE 2019/2020 SCHOOL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered N22C0012 through N22C0016, N22D0092 through N22D0124, N22E0016 through N22E0029, N22M0129 through N22M0137, N22R0322 through N22R0356, N22S0004, N22T0015, N22V0049 through N22V0050, N22X0309 through N22X0331, and N22Y0069 through N22Y0072 for the 2019/2020 school year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	1,056,716.66		
		Fund 12 Total:	46,500.00		
		Total Amount of Purchase Orders:	1,103,216.66		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 09/24/2019

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

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

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/24/2019

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

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

Addendum to:

PO Number: 0000000000
 Vendor: 0000000000

This addendum is hereby issued to amend the PO Number 0000000000 and Vendor 0000000000 to reflect the following changes:

PO Details					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
00000000	0000000000	00000000	00000000	0000000000000000	LC 0000000000000000 N0000000

This addendum is hereby issued to amend the PO Number 0000000000 and Vendor 0000000000 to reflect the following changes:

Cancelled PO's:					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
00000000	0000000000	00000000	00000000	0000000000000000	0000000000000000 00000000

PO Number: 00000000
 Vendor: 0000000000

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220135 THROUGH 220157 FOR THE 2019/2020 SCHOOL
YEAR

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

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

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

Funding: Nutrition Services Fund.

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

RC:MB:tg
Attachment

Purchase Orders - Detail

9/9/2019 1:16:13 PM

Fullerton School District

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

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220144	8/29/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2572	\$2,572.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2006	\$6,018.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1807	\$12,649.00	
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090	\$0.2940	\$2,940.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
Sales Tax:						\$0.00
P.O. Total:						\$35,566.50
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220145	8/29/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.6500	\$49.50	
5	EA	10074	Cream Cheese, 3lb #60520	\$9.0750	\$45.38	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4888	\$14.89	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5145	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.3693	\$11.85	
Sales Tax:						\$0.00
P.O. Total:						\$879.92
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220146	8/29/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2572	\$1,286.00	
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2006	\$1,003.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1807	\$2,710.50	
Sales Tax:						\$0.00
P.O. Total:						\$4,999.50
Vendor Total:						\$41,445.92
So. CA School Nutrition Assoc.	220138	8/28/2019	8/28/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration for 5 meetings	\$275.0000	\$275.00	
Sales Tax:						\$0.00
P.O. Total:						\$275.00
						<input type="checkbox"/>
So. CA School Nutrition Assoc.	220157	9/5/2019	9/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration for all 5 meetings	\$275.0000	\$275.00	
3	ea	2	Pre-Registration for Students/Interns	\$50.0000	\$150.00	
2	ea	3	On-site Fees for Non-Members	\$75.0000	\$150.00	
Sales Tax:						\$0.00
P.O. Total:						\$575.00
Vendor Total:						\$850.00

Purchase Orders - Detail

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Fullerton School District

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

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

Purchase Orders - Detail

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Fullerton School District

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

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220154	9/4/2019	9/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	\$79.4700	\$1,112.58	
15	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$39.7200	\$595.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,708.38
Gold Star Foods Inc.	220156	9/5/2019	10/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs	\$55.1100	\$771.54	
					Sales Tax:	\$0.00
					P.O. Total:	\$771.54
					Vendor Total:	\$17,160.21
P & R Paper Supply Company, Inc.	220141	8/29/2019	9/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	83306	Plate, 9" Plastic, Clear WNA-OP9240CL 240 /case	\$68.6500	\$686.50	
1	case	83506	Lid HighDome , Pactive P9812, 1000ct	\$54.9500	\$54.95	
1	case	86206	Tray 16 rnd blk disposable Pactiv 9816K 50/case	\$94.5600	\$94.56	
1	case	83504	Lid HighDome Pactiv P9816 16" round 50/case	\$92.7200	\$92.72	
					Sales Tax:	\$0.00
					P.O. Total:	\$928.73
P & R Paper Supply Company, Inc.	220142	8/29/2019	9/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	case	84009	Inserts, Cup 16 oz. SAB-14003D 1000/case	\$69.4800	\$1,250.64	
6	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280	\$12.6000	\$75.60	
11	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$9.2000	\$101.20	
					Sales Tax:	\$5.86
					P.O. Total:	\$1,433.30
P & R Paper Supply Company, Inc.	220150	8/30/2019	9/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$56.40	
120	each	80024	Knife, Safety Utility, Lizard CSP-LZ-S 6/box	\$3.7917	\$455.00	
					Sales Tax:	\$39.63
					P.O. Total:	\$551.03
					Vendor Total:	\$2,913.06
Chefs' Toys	220139	8/28/2019	8/28/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Combi Oven, Gas Model#B228206.19E	\$36,231.5800	\$36,231.58	
1	ea	1	Chefs' Toys Services	\$285.0000	\$285.00	
					Sales Tax:	\$2,830.04
					P.O. Total:	\$39,346.62
					Vendor Total:	\$39,346.62

Purchase Orders - Detail

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Fullerton School District

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

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

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

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

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

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

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 123952 THROUGH 124114 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 123952 through 124114 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$831,801.54
12 Child Development	6,923.06
14 Deferred Maintenance	34,300.03
21 Building Fund	7,999.99
25 Capital Facilities	20,331.20
40 Special Reserve	224,603.80
68 Workers' Compensation	19,725.61
81 Property / Liability Insurance	1,090.40
Total	\$1,146,775.63

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

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

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

RC:MG:yd

CONSENT ITEM

DATE: September 24, 2019

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13836 THROUGH 13867 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13836 through 13867 for the 2019/2020 school year.

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

Funding: Total cost not to exceed \$216,139.44, and is to be paid from Nutrition Services Budget.

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

RC:MB:tg

CONSENT ITEM

DATE: September 24, 2019

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

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

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

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

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

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

Funding: Not applicable.

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

JD:SR:rr

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Jeremy Davis Assistant Superintendent of Innovation and Instructional Support

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

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

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

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

Funding: Not applicable.

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

JD:SR:rr

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

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

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

The rates for these nonpublic schools are as follows:

Beacon Day School:

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

Olive Crest Academy – Garden Grove:

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

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

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

Olive Crest Academy – Orange:

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

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

Speech and Language Development Center:

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

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

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

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

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

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

JL:RG:vm

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

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

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

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

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

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

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

JL:RC:nm
Attachment

Parent Education Bridge for Student Achievement Foundation

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

IRS Tax Identification: **300603052**

“Where Innovation Meets Parent Education”™



Service Quote 09/04/2019

Technology Academy for Parents: Part III

Technical and Professional Development

This agreement is entered into between **Parent Education Bridge for Student Achievement Foundation** and **Nihoa High School** a

Description of services to be rendered:

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

- The PEBSAF will provide the following services to the school:
- Each session will be held with a PEBSAF facilitator (English and Spanish)
- PEBSAF will provide the school with a PEBSAF Outreach Program to the school
- School will provide transportation for the parents
- School will provide a purchase order to PEBSAF prior to the first workshop to be presented.

Services provided by PEBSAF to Nihoa High School
[Request a copy of the contract](#)

Outreach services to be provided by PEBSAF include:

- PEBSAF will provide contact information for each parent to the school
- PEBSAF will provide a Spanish Search Engine to the school to assist in finding the parents
- PEBSAF will provide a Spanish Search Engine to the school to assist in finding the parents
- PEBSAF will provide a Spanish Search Engine to the school to assist in finding the parents
- School will provide PEBSAF with the parents' contact information in order for PEBSAF to invite parents.
- This information will be used to contact the parents and invite them to attend the sessions. The parents' contact information will be kept strictly confidential.

Special Requirements:

- The PEBSAF will provide the following services to the school:
- The PEBSAF will provide the following services to the school:
- The PEBSAF will provide the following services to the school:

Technical and Professional Development

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

	Date	Time
Technology Academy for Parents		
Practical applications of technology to help our children succeed in school		8:00 AM - 9:00 AM
Communication and the good and bad of technology		8:00 AM - 9:00 AM
Understanding social media and the impact on the children		8:00 AM - 9:00 AM
Good practices of a communication technology with Learning		8:00 AM - 9:00 AM
Communication via email with teachers and other professionals		8:00 AM - 9:00 AM
Good Communication initiatives from our school and district		8:00 AM - 9:00 AM
Good Communication a program		8:00 AM - 9:00 AM
Research and applications to help to create a better world		8:00 AM - 9:00 AM
Research and applications to help to create a better world		8:00 AM - 9:00 AM
Parent Graduation Ceremony and Computer Raffle!		8:00 AM - 9:00 AM

Approved School Superintendent _____ at _____

CONSENT ITEM

DATE: September 24, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: APPROVE/RATIFY NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BEHAVIORAL HEALTH WORKS, INC., EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

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

The rates for this nonpublic agency are as follows:

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

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

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

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

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

SCHOOL

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

BEHAVIORAL HEALTH WORKS, INC.

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

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
BEHAVIORAL HEALTH WORKS, INC.**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **25th day of September, 2019**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **BEHAVIORAL HEALTH WORKS, INC.** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

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

47. CALSTRS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

49. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
BEHAVIORAL HEALTH WORKS, INC.

LEA,
FULLERTON SCHOOL DISTRICT

Nonpublic School/Agency

By: _____
Signature Date

MONTE LIM
DIRECTOR OF ADMINISTRATION

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: MONTE LIM, DIRECTOR OF ADMINISTRATION
NPA: BEHAVIORAL HEALTHWORKS, INC.
Address: 1301 E. ORANGEWOOD AVE, ANAHEIM, CA 92805
Phone: 800-249-1266 x.207, 800-385-8191 fax
Email: accounting@behavioralhealthworks.com

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: BEHAVIORAL HEALTH WORKS, INC.

CONTRACTOR NUMBER: 1A-30-173

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction Per Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) Behavior Intervention – Design or Planning	\$ 75	per 60 min
(2) Behavior Intervention - Implementation	\$ 65	per 60 min
(3) Counseling and Guidance	\$ 65	per 60 min
(4) Language and Speech	\$110	per 60 min
(5) Occupational Therapy	\$110	per 60 min
(6) Parent Counseling and Training	\$100	per 60 min
(7) Psychological Services	\$100	per 60 min

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: APPROVE NONPUBLIC AGENCY MASTER CONTRACTS WITH ED THEORY, KETCHTALK SPEECH THERAPY, INC., PROFESSIONAL TUTORS OF AMERICA, AND THERAPY MANTRA, INC., EFFECTIVE SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: These nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Ed Theory:

SLP	\$ 82/per 60 min
SLP – Bilingual	\$ 85/per 60 min
SLPA	\$ 65/per 60 min
OT	\$ 82/per 60 min
PT	\$ 82/per 60 min
School Psychologist	\$ 95/per 60 min
Board Certified Behavior Analyst (BCBA)	\$110/per 60 min
RN	\$ 82/per 60 min
LVN	\$ 82/per 60 min

Ketchtalk Speech Therapy, Inc.:

SLP	\$ 90/per 60 min
SLP – Bilingual	\$ 93/per 60 min
SLPA	\$ 62/per 60 min

Professional Tutors of America:

Behavior Intervention Design Planning	\$120/per 60 min
Behavior Intervention Design Implementation	\$75-\$120/per 60 min
Counseling & Guidance	\$120/per 60 min
Language Speech	\$120/per 60 min
Occupational Therapy	\$120/per 60 min
Vocational Education & Career Development	\$ 90/per 60 min
Academic Tutoring	\$ 75/per 60 min
Academic Achievement Test	\$ 75/per 60 min

Therapy Mantra, Inc.:

Speech Language Pathologist	\$ 83/per 60 min
Speech Language Pathologist Assistant	\$ 62/per 60 min
Occupational Therapist	\$ 82/per 60 min
Certifed Occupational Therapy Assistant	\$ 62/per 60 min

A copy of each contract is available in the Superintendent's Office for review.

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services.

Funding: Total cost of this contract is to be in the amount of the individualized service contracts and is to be paid from Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contracts with Ed Theory, Ketchtalk Speech Therapy, Inc., Professional Tutors of America, and Therapy Mantra, Inc., effective September 25, 2019 through June 30, 2020.

JL:RG:vm

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND HAUFFE COMPANY INC. EFFECTIVE SEPTEMBER 25, 2019 THROUGH MARCH 24, 2020**

Background: The District is seeking support services related to the DSA Project Closeout and Certification to ensure the project is completed on time.

Rationale: When District employees are unable to provide necessary services, the District enters into an Independent Contractor Agreement with individuals who will provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services.

Funding: District agrees to pay Hauffe Company Inc. a base consulting fee not to exceed \$48,000 during the term of this agreement from the General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Hauffe Company Inc. effective September 25, 2019 through March 24, 2020.

RC:yd
Attachment

CONSULTING AGREEMENT

This AGREEMENT is hereby entered between the Fullerton School District, hereinafter referred to as "DISTRICT," and Hauffe Company Inc. (HCI)

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services; and

WHEREAS, HCI is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by HCI: Support services related to the DSA Project Closeout and Certification for the District per the proposal dated September 25, 2019.
2. Term. HCI shall commence providing services under this AGREEMENT on September 25, 2019 and will diligently perform as needed and until March 24, 2020.
3. Compensation. DISTRICT agrees to pay the HCI a base consulting fee not to exceed \$48,000.00 (Forty-eight thousand dollars) during this term. DISTRICT shall pay HCI according to the following terms and conditions: The billing will be applied over 6 month increments of \$8,000 per month. Payment within thirty days of completed invoice.
4. Expenses. DISTRICT shall not be liable to HCI for any costs or expenses paid or incurred by HCI in performing services for DISTRICT.

5. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create an employment, partnership, joint venture or any relationship other than an independent consulting relationship between District and HCI or cause either party to be responsible in any manner for the debts and obligations of the other party. HCI acknowledges and agrees that the Services to be performed under this Agreement are those of an independent contractor, and that HCI is solely responsible for the Services and any other work performed as a result of this Agreement. HCI represents and warrants that HCI, its subcontractors, and their employees, and agents are not officers, agents, or employees of Client. HCI acknowledges and agrees any personnel performing the Services under this Agreement shall always be under HCI's exclusive direction and control, and that HCI is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. HCI further acknowledges and agrees that HCI shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Agreement, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Materials. HCI shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

HCI's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. HCI agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to HCI and shall not be copied in whole or in part from any other source, except that submitted to HCI by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: HCI understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. HCI consents to use of HCI's name in conjunction with the

sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. HCI agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the HCI or any person, firm or corporation employed by the HCI, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the HCI, or any person, firm or corporation employed by the HCI, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, HCI agrees to carry a comprehensive general and automobile liability insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate in a form mutually acceptable to both parties to protect HCI and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, HCI agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than thirty (30) days from execution of this AGREEMENT by the DISTRICT and HCI, HCI shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. HCI agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment. The obligations of the HCI pursuant to this AGREEMENT shall not be assigned by HCI.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. HCI agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to HCI, HCI's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses. HCI and all HCI's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency. HCI, if an employee of another public agency, agrees that HCI will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous

understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. HCI agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non-Waiver. The failure of DISTRICT or HCI to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District

1401 W. Valencia Dr.

Fullerton, CA 92833

Attn: Assistant Superintendent

HCI:

Hauffe Company, Inc.

2713 Lowell Lane

Santa Ana, CA 92706

Attn: Kurt Hauffe

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 25th DAY OF September 2019.

Fullerton School District

Hauffe Company, Inc.

By: _____

By: _____

Robert R. Coghlan, Ph.D.

Hauffe Company, Inc.

Typed Name

Typed Name

Assistant Superintendent, Business Services

Not Applicable

Title

Title

To be provided on W-9

Taxpayer Identification Number

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

All requests and related documents are on file in the Superintendent's Office.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH EMERALD COVE OUTDOOR SCIENCE (ECOS) INSTITUTE FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Emerald Cove Outdoor Science (ECOS) Institute conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino Mountains. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved Emerald Cove Outdoor Science (ECOS) Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as ECOS.

All requests and related documents are on file in the Superintendent's Office.

Rationale: Outdoor Science Schools, such as ECOS, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH GUIDED DISCOVERIES, INC., FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Guided Discoveries, Inc., conducts an overnight Outdoor Science and Environmental Education program at its locations on Catalina Island and AstroCamp located in the San Jacinto Mountains. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Risk Management has approved Guided Discoveries, Inc.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Guided Discoveries, Inc.

Maple School has submitted a Request for Overnight Field Trip form to participate in activities at Guided Discoveries, Inc. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Guided Discoveries, Inc., offer an integrated, educational program that provides standards-based learning experiences in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Guided Discoveries, Inc., for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AGREEMENT WITH THE ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA – DBA IRVINE RANCH OUTDOOR EDUCATION CENTER (IROEC) FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020**

Background: Irvine Ranch Outdoor Education Center (IROEC) conducts an overnight Outdoor Science and Environmental Education program at its location in Orange, and is accessible through Irvine Regional Park. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved Irvine Ranch Outdoor Education Center. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as IROEC.

Acacia, Beechwood, Richman, and Sunset Lane Schools have submitted a Request for Overnight Field Trip form to participate in activities at IROEC. All requests and related documents are on file in the Superintendent’s Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as IROEC, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer*, and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

All requests and related documents are on file in the Superintendent’s Office.

Rationale: Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Ocean Institute for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Pathfinder Ranch has been approved by Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Risk Management.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Pathfinder Ranch.

All requests and related documents are on file in the Superintendent's Office.

Rationale: Outdoor Science Schools, such as Pathfinder Ranch, offer an integrated, educational program that provides standards-based learning experiences in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 25, 2019 through June 30, 2020.

JL:nm

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: APPROVE AGREEMENT WITH STRADLING, YOCCA, CARLSON & RAUTH AS BOND COUNSEL, WITH DAVID CASNOCHA LEAD COUNSEL, FOR A POTENTIAL MARCH 2020 OR NOVEMBER 2020 GENERAL OBLIGATION BOND MEASURE EFFECTIVE SEPTEMBER 25, 2019

Background: Based upon a presentation to the Board of Trustees on May 21, 2019, the board supported the administration contracting with a polling company, True North Research, to conduct a feasibility study for a potential March 2020 or November 2020 general obligation bond. The polling took place in July 2019 and the in-depth analysis of the results took place in August 2019. On August 13, 2019, the Board of Trustees authorized the administration to proceed with the informational and outreach phase of the process that could lead to placing a general obligation bond on either the March 2020 or November 2020 ballot. During the informational and outreach phase, it is critical that experienced legal counsel be available to advise the district, especially concerning any issues related to the use of public resources for informational and outreach activities.

Rationale: The District is seeking to use the law firm of Stradling, Yocca, Carlson, and Rauth, including the expertise of their Lead Counsel, Mr. David Casnocha, to provide bond counsel to the District.

Funding: Payment of any bond counsel fees are contingent on the successful election and issuance of bonds. The costs are then included in the issuance cost of the bonds, and there is no cost to the district. If there is not a successful election and issuance of bonds, all fees and reimbursable expenses are waived, and there is no cost to the district.

Recommendation: Approve agreement with Stradling, Yocca, Carlson & Rauth as bond counsel, with David Casnocha Lead Counsel, for a potential March 2020 or November 2020 General Obligation bond measure effective September 25, 2019.

RC:yd

Attachment

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

44 MONTGOMERY STREET, SUITE 4200

SAN FRANCISCO, CA 94104

TELEPHONE 415.283.2240

FACSIMILE 415.283.2255

CALIFORNIA
NEWPORT BEACH
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
SANTA BARBARA
SANTA MONICA

COLORADO
DENVER

NEVADA
RENO

WASHINGTON
SEATTLE

DAVID G. CASNOCHA
DIRECT DIAL: 415.283.2241
DCASNOCHA@SYCR.COM

BOND COUNSEL AGREEMENT

THIS BOND COUNSEL AGREEMENT, entered into as of the 25th day of September, 2019 by and between the FULLERTON SCHOOL DISTRICT (the “District”), a school district duly organized and existing under and pursuant to the laws of the State of California, and the law firm of STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation (“Bond Counsel”).

WITNESSETH:

WHEREAS, the District desires to be provided with bond counsel services in connection with the District’s possible solicitation of voter approval in 2020 of one or several general obligation bonds, and for the eventual issuance of general obligation bonds (the “Bonds”) authorized thereby;

NOW, THEREFORE, the District and Bond Counsel do mutually agree as follows:

1. Bond Counsel shall provide the necessary legal services in connection with the authorization, sale and consummation of the financing proceedings. Such services shall include the following:

Pre-Election Services

- a. draft the resolution necessary to call the bond election;
- b. confer with and advise the District as to the ballot measure, tax rate statement and ballot statements;
- c. confer and consult with the officers and administrative staff of the District and Orange County to the legally required procedures applicable to such election proceedings and as to any other matters relating to the elections proceedings;
- d. attend all meetings of the District, as well as any administrative meetings at which the election proceedings are to be discussed, when requested to attend or when attendance is deemed necessary for the proper planning or conduct of the election proceedings.

Post-Election Services

- a. prepare all resolutions (of the District and Orange County), and other legal documents necessary for the proper conduct of the financing proceedings;
 - b. prepare, review and explain to the District relevant tax certificates, including all rebate requirements;
 - c. prepare the arbitrage certificate, the signature and incumbency certificate and all other certificates and closing documents required to accompany delivery of the Bonds;
 - d. provide the legal opinion that the interest borne by the Bonds is excludable from Federal income taxes and State of California personal income taxes and approving in all regards the legality of all proceedings for the authorization, sale and delivery of the Bonds relating to the financing;
 - e. prepare the Preliminary and Final Official Statement and advise the District as to their compliance with applicable securities laws;
 - f. deliver advice on ongoing disclosure requirements and prepare certificates and agreements required to comply with all applicable federal securities laws;
 - g. assist the District in preparing for rating agency and investor presentations, and attend all rating agency and investor presentations in connection with the Bonds;
 - h. engage in negotiations with the bond insurance companies over the terms of any bond insurance commitment;
 - i. provide all other necessary services generally expected of Bond Counsel not listed above;
 - j. prepare and provide a complete transcript of the conduct of the proceedings necessary to accompany delivery of the Bonds; and
 - k. prepare formation documents of a Citizens' Oversight Committee, attend meeting of such committee and advise the District and Committee on all Proposition 39 requirements;
 - l. answer follow-up questions relating to the Bond issuance after the closing for no fee.
2. Bond Counsel shall assign primary responsibility for providing these services to David G. Casnocha and Carlos Villafuerte.

Fees

3. Payment of any bond counsel fees to Bond Counsel is contingent on the successful election and issuance of bonds. The Bond Counsel fees for bonds issued under a new voter authorization shall be \$65,000 for the first series of Bonds and \$60,000 per each series of Bonds thereafter.

In addition to that fee, Bond Counsel shall be reimbursed for all out-of-pocket expenses. Out-of-pocket expenses include word processing, photocopying, travel, express mail charges and the like. If the ballot measure authorizing the bonds does not receive the requisite votes, Bond Counsel shall not charge any fee for out-of-pocket disbursements.

To the extent the District requests Bond Counsel to provide “pre-election” services not directly related to the legal requirements to place a measure on the ballot or for other legal services relating to bond matters, Bond Counsel shall charge \$250 per hour for the provision of such service, billed and payable monthly on terms agreeable to the District. These fees cannot be paid from the proceeds of any Bonds issued.

As disclosure counsel Bond Counsel will prepare both the Official Statement for the Bonds and provide other services described herein. For preparation of the Official Statement, Bond Counsel shall charge a fixed fee of \$20,000 per issuance of Bonds. This fee for the Official Statement is in addition to the fee for acting as Bond Counsel.

4. Such aforesaid fees are payable at the time of delivery of the financing documents and consummation of the financing and are expected to be paid from the proceeds of the financing.

5. Bond Counsel warrants that no person has been employed to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the District the right to terminate this contract, or in its discretion to deduct from the Bond Counsel’s fee. The foregoing rights are not intended to limit other remedies available to the District in the event of a breach contemplated by section 5, nor is it intended to limit the right to terminate this contract to a breach contemplated by this section.

6. Bond Counsel shall not assign or transfer any interest in this contract except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other financial institution.

7. This Agreement shall also govern the issuance of any refunding bonds issued to refund the Bonds.

8. Bond Counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preferences, age, national origin, marital status, or physical handicap. Bond Counsel shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, gender, age, national origin, marital status, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. The term of this Agreement shall commence as of the date hereof and extend until termination by Bond Counsel or the District. This Agreement may be terminated by either party with or without cause following 30 days written notice of such termination.

10. It is expressly understood and agreed by both parties that Bond Counsel is an independent contractor and not an officer, agent or employee of the District.

11. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

12. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

IN WITNESS WHEREOF, the District and Bond Counsel have executed this Agreement the day and year first above written.

**STRADLING YOCCA CARLSON &
RAUTH, a Professional Corporation**

FULLERTON SCHOOL DISTRICT

By: _____
David G. Casnocha
Managing Shareholder

By: _____
Dr. Robert R. Coghlan
Assistant Superintendent, Business Services

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 18/19-B058 THROUGH 18/19-B062 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 18/19-B058 through 18/19-B062 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 18/19-B058

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$221,000
2000	Classified Salaries	221,000
4000	Books and Supplies	-503,000
5000	Services & Other Operating Expenses	503,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects final adjustments to expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 18/19-B059

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$5,068,721 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$5,068,721
	Total:	\$5,068,721

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$17,831
2000	Classified Salaries	11,628
3000	Employee Benefits	5,080,772
4000	Books and Supplies	-1,263
5000	Services & Other Operating Expenses	-40,247
	Total:	\$5,068,721

Explanation: This Resolution reflects an increase in revenue and expenditures for CalSTRS and CalPERS contributions the state paid on behalf of the District, and final adjustments to expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 18/19-B060

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$139,970 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

FUND 12 CHILD DEVELOPMENT

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$139,970
	Total:	\$139,970

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
3000	Employee Benefits	\$139,970
	Total:	\$139,970

Explanation: This Resolution reflects an increase in revenue and expenditures for CalSTRS and CalPERS contributions the state paid on behalf of the District from the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$8,324 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

WORKERS' COMPENSATION FUND 68

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$8,324
Total:		\$8,324

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
3000	Employee Benefits	\$8,324
5000	Services & Other Operating Expenses	230,000
9790	Undesignated/Unappropriated	-230,000
Total:		\$8,324

Explanation: This Resolution reflects an increase in revenue and expenditures for CalPERS contributions the state paid on behalf of the District, and final adjustments to expenditures in the Workers' Compensation Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 18/19-B062

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$2,323 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$2,323
	Total:	\$2,323

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
3000	Employee Benefits	\$2,323
5000	Services & Other Operating Expenses	22,000
9790	Undesignated/Unappropriated	-22,000
	Total:	\$2,323

Explanation: This Resolution reflects an increase in revenue and expenditures for CalPERS contributions the state paid on behalf of the District, and final adjustments to expenditures in the Property and Liability Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B005 THROUGH 19/20-B006 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B005 through 19/20-B006 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$2,000
4000	Books and Supplies	-2,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$281,890 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$290,484
8699	All Other Local Revenue	8,594
Total:		-\$281,890

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$220,986
5000	Services & Other Operating Expenses	-50,000
7000	Other Outgo	-10,904
Total:		-\$281,890

Explanation: This Resolution reflects a decrease in revenue and expenditures for Title I, Part A. It also includes various donations and adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: J.D. Mancha, Assistant Director, Transportation Services
SUBJECT: **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND FAST DEER BUS CHARTER, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS EFFECTIVE SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Fast Deer Bus Charter, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective September 25, 2019, through June 30, 2020, with Fast Deer Bus Charter, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

Fast Deer Bus Charter, Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$30,000.

Recommendation: Approve contract between Fullerton School District and Fast Deer Bus Charter, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

RC:MM:JM

Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 25th day of September 2019 between

FAST DEER BUS CHARTER, INC.
8105 Slauson Avenue
Montebello, California, 90640

hereinafter referred to as Fast Deer, and

FULLERTON SCHOOL DISTRICT
1401 West Valencia Drive
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Fast Deer owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Fast Deer desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Fast Deer shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Fast Deer. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Fast Deer shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, Fast Deer will either send a replacement bus(es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective September 25, 2019 and continue through June 30, 2020, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. Fast Deer shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Fast Deer shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Fast Deer shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.

8. During the term of this agreement, Fast Deer shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Fast Deer under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
 - b. Worker's compensation insurance as required by law to protect Fast Deer from claims which may arise from its operations under this Agreement.
 - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Fast Deer agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Fast Deer shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Fast Deer, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Fast Deer, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Fast Deer is an independent contractor, and not an officer, agent or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by Fast Deer which is caused by FSD students.
13. Fast Deer is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Fast Deer's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
22. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which

notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attn: Robert R. Coghlan, Ph.D.

CONTRACTOR:
Fast Deer Bus Charter, Inc.
8105 Slauson Avenue
Montebello, CA 90640
Attn: Eddie Wong

23. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
24. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between Fast Deer and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

FAST DEER BUS CHARTER, INC.

By: _____
Signature

By: _____
Signature

Name: Robert Coghlan, Ph.D.

Name: Eddie Wong

Title: Assistant Superintendent
Business Services
714-447-7445
714-447-7514 (FAX)

Title: President
323-2014-8988
323-201-8900 (FAX)

Date: _____

Date: _____



July 9, 2019

Fullerton School District
 1401 W. Valencia Drive
 Fullerton, CA 92833
 (714) 447-7400

Re: Fullerton School District

Thank you for the opportunity to provide rates for transportation services for your school. Per your request, I have compiled the following rates for you:

2019- 2020 SCHOOL YEAR

Motor Coach Size	5 Hour Minimum	Deadhead Charges	Overnight / Out of County	Overtime/hour Past 5 Hours	PUC tax/ Fuel surcharge
22-24 Passengers	\$600.00	\$0.00	\$1,225.00 <i>(No Luggage)</i>	\$120.00	10.25%*
27-30 Passengers	\$625.00	\$0.00	\$1,325.00 / Day	\$125.00	10.25%*
38-40 Passengers	\$650.00	\$0.00	\$1,400.00 / Day	\$130.00	10.25%*
47-50 Passengers	\$675.00	\$0.00	\$1,425.00 / Day	\$135.00	10.25%*
56-58 Passengers	\$700.00	\$0.00	\$1,500.00 / Day	\$140.00	10.25%*

* Fuel Surcharge based on current rate of 10.00%; PUC Tax .25%; Airport fees will apply (if applicable).

Rates are a general estimate only, and may change based on trip dates and availability.

Each luxury motor coach features reclining seats, air-conditioning, restroom, FasTrak transponder, and DVD player. The rates include transportation, PUC tax and fuel surcharge. The driver's gratuity is not included and optional, but is always appreciated for superior service. Driver lodging is not included for out of town service.

Again, thank you for allowing Fast Deer Bus Charter, Inc. the opportunity to provide rates for your transportation needs. If I can be of further assistance to you, please do not hesitate to contact me at (323) 201-8988.

Regards,

Gerardo Sanchez

Sales Executive



8105 Slauson Ave • Montebello, CA • 90640 • 323.201.8988 • FAX 323.201.8900

Any quotation contained herein is valid for 14 days from the date of quotation and is subject to availability of equipment at time of actual reservation. No guarantee of availability, express or implied, is made by virtue of providing this quotation. Fees and taxes (airport fees, PUC tax, surcharges, parking fees, etc.) are subject to change without advance notice.

Fast Deer Bus Charter, Inc. USDOT 403387 ICC MC-165488 TCP 83-A Montebello, Ca.

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: J.D. Mancha, Assistant Director, Transportation Services
SUBJECT: APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND TRANSPORTATION CHARTER SERVICES, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS EFFECTIVE SEPTEMBER 25, 2019 THROUGH JUNE 30, 2020

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Transportation Charter Services, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective September 25, 2019, through June 30, 2020, with Transportation Charter Services, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

Transportation Charter Services, Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$30,000.

Recommendation: Approve contract between Fullerton School District and Transportation Charter Services, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

RC:MM:JM

Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 25th day of September 2019 between

TRANSPORTATION CHARTER SERVICES, INC.
1931 N. Batavia Street
Orange, California, 92865

hereinafter referred to as TCS, and

FULLERTON SCHOOL DISTRICT
1401 West Valencia Drive
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, TCS owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, TCS desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TCS shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by TCS. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. TCS shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, TCS will either send a replacement bus(es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective September 25, 2019 and continue through June 30, 2020, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. TCS shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. TCS shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. TCS shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.

8. During the term of this agreement, TCS shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of TCS under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
 - b. Worker's compensation insurance as required by law to protect TCS from claims which may arise from its operations under this Agreement.
 - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. TCS agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. TCS shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of TCS, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify TCS, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, TCS is an independent contractor, and not an officer, agent or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by TCS which is caused by FSD students.
13. TCS is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. TCS's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
22. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which

notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attn: Robert R. Coghlan, Ph.D.

CONTRACTOR:
Transportation Charter Services, Inc.
1931 N. Batavia Street
Orange, California, 92865
Attn: Terry Fischer

23. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
24. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between TCS and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

Transportation Charter Services, Inc.

By: _____
Signature

By: _____
Signature

Name: Robert Coghlan, Ph.D.

Name: Terry Fischer

Title: Assistant Superintendent
Business Services
714-447-7445
714-447-7514 (FAX)

Title: President
714-637-4300
714-637-4377 (FAX)

Date: _____

Date: _____

Attachment A



Transportation Charter Services
 1931 N. Batavia Street Orange, CA 92865
 Fax: (714) 437-4377 Email: sales@tcsbus.com
www.tcsbus.com

(714) 637-4300



Fullerton School District – 2019/2020 School Year

Economy School Buses

	50/62 or 54/79 Pax
5 Hour Minimum	\$485
Each Additional Hour	\$78
Full Day Service (12 hours)	\$1030
Mileage	\$3.60
Idyllwild – Roundtrip	\$1720
Big Bear – Roundtrip	\$1675
Angeles Crest – Round Trip	\$1650
Running Springs – Round Trip	\$1595
Lake Arrowhead - Roundtrip	\$1545
Barton Flats - Roundtrip	\$1545
Forest Home – Roundtrip	\$1510
Additional Hour – Meal Stops	\$78

Deluxe Passenger Motorcoaches

	31 Pax	38/40 Pax	47/48 Pax	54/56 Pax
5 Hour Minimum	\$540	\$565	\$655	\$655
Each Additional Hour	\$88	\$98	\$108	\$108
Full Day Service (12 hours)	\$1155	\$1250	\$1410	\$1410
Mileage	\$4.10	\$4.30	\$4.75	\$4.95
Idyllwild – Roundtrip	\$1565	\$1750	\$1920	\$2260
Big Bear – Roundtrip	\$1595	\$1735	\$1855	n/a
Angeles Crest – Roundtrip	\$1545	\$1735	\$1905	\$2260
Running Springs – Roundtrip	\$1545	\$1710	\$1855	n/a
Lake Arrowhead - Roundtrip	\$1545	\$1710	\$1855	n/a
Barton Flats - Roundtrip	\$1470	\$1645	\$1745	\$2175
Forest Home – Roundtrip	\$1440	\$1590	\$1745	\$2175
Additional Hour – Meal Stops	\$88	\$98	\$108	\$108

- o Cancellation fee - Less than 48 hours 100% of trip cost

CONSENT ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE SUSAN ALBANO, KELLY CASTILLO, ROSSANA FONSECA, JULIENNE LEE, AND YOLANDA MCCOMB TO ATTEND THE NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION (NABE) CONFERENCE IN LAS VEGAS, NEVADA FROM FEBRUARY 25-28, 2020**

Background: Since 1975, the National Association for Bilingual Education (NABE) has been a non-profit membership organization that works to advocate for education equity and excellence for bilingual/multilingual students in a global society. NABE organization serves to improve instructional practices for linguistically and culturally diverse children. NABE provides bilingual educators with high-quality professional development opportunities and advocates for adequate funding for the programs serving limited-English-proficient students. NABE keeps the rights of language-minority students clearly in focus as states and communities move forward with educational reforms.

Rationale: Fullerton School District personnel will benefit from attending the NABE conference to learn about bilingual/biliteracy programs that are implemented across the nation and in other countries. Along with internationally renowned keynote and featured speakers, there will also be special presentations from experts in the field and over 200 concurrent sessions. FSD staff will gain knowledge and skills that will benefit the school and the District that focus on strategies to support the acquisition of languages and promote cultural diversity.

Funding: Cost is not to exceed \$6,500 to be paid from Title III District funds (#224).

Recommendation: Approve Susan Albano, Kelly Castillo, Rossana Fonseca, Julienne Lee, and Yolanda McComb to attend the National Association for Bilingual Education Conference in Las Vegas, Nevada from February 25-28, 2020.

JL:SA:nm

CONSENT ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Lee, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on September 16, 2019.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

RL:jb
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Salmones	Devin	Instructional Assistant/Rec	Working out of class Instructional Asst./Rec to Site Lead for After-School Program	8/5/19	60	8.00	329	B18/4
Serna	Elizabeth	Instructional Assistant/Rec	Working out of class Instructional Asst./Rec to Site Lead for After-School Program	8/5/19	60	8.00	329	B18/2
Gutierrez	Diana	Clerical Assistant II/BB	Working out of class from clerical assistant II/BB to office manager	7/25/19	16	8.00	403	B25/5
Naranjo	Angela	Instructional Assistant/Rec	Working out of Class Instructional Asst./Rec to Site Lead for After-School Program	8/5/19	60	8.00	329	B18/4
Ramirez	Roboam	Clerical Assistant II/BB	Working out of class from Clerical Assistant II/ to Technical Support Specialist I.	8/16/19	59	8.00	409	B26/4
Whittington	Gabrielle	Tech Library & Media Assistant	Extra summer hours, total of 8 hours	8/1/19	25	8.00	302	B21/1
Bradley	Jennifer	Administrative Secretary Sub	from (7/19/19-8/6/19) & Admin Secty (B34/1) from 8/7/19-until position is filled	7/19/19	58	8.00	522	B34/1
Rangel	Frank	Transporter	Extra summer hours, total of 8 hours per day	7/31/19	50	8.00	531	B20/6
Hernandez	Feliciano	Transporter	Extra summer hours, total of 8 hours per day	7/31/19	50	8.00	531	B20/6
Granados	Matthew	Chef	Extra summer hours, total of 8 hours total	7/31/19	90	8.00	606	B23/4
Maciel	Rosa	Food Service Assistant I	Temp. additional hours, 24 hours total	8/6/19	90	6.00	606	B08/16
Estrada	Rally	Food Service Assistant I	Temp. additional hours, 24 hours total	8/5/19	90	2.50	606	B08/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cipriano	Christy	Food Service Assistant I	Temp. additional hours, 2 extra hours	8/8/19	90	1.50	606	B08/3
Villanueva Arteaga	Cinthia	Clerical Assistant II/BB	Temporary additional hours, 20 hours	8/5/19	90	24.00/hrs	606	B20/4
Villanueva Arteaga	Cinthia	Clerical Assistant II/BB	Temporary additional hours, 3 hours	7/31/19	90	24.00/hrs	606	B20/4
Reynolds	Melody	Food Service Specialist	Temporary additional hours, 3 extra hours	8/1/19	90	8.00	606	B21/6
Choi	Diane	Food Service Assistant I	Temporary additional hours, 1 hours	8/8/19	90	1.50	606	B08/2
Alva	Elizabeth	Social Service Assistant	Temporary additional hours, 24 hours	6/3/19	51	8.00	391	B17/4
Knighton	Gena	Instructional Assistant/SE I	Extra summer work , not exceed 100 hours	7/27/19	23	6.10	304	B14/6
Blakie	Brandon	Instructional Assistant/Rec	Extra summer work 80 hours per employee	7/1/19	59	19.75/wk	409	B11/6
Otto-Gaskill	Patricia	Instructional Assistant/Reg	Extra summer work 80 hours per employee	7/1/19	59	3.75	409	B11/6
Villasenor	Arturo	Instructional Assistant/Rec	Extra summer work 80 hours per employee	7/1/19	59	18.75/wk	409	B11/6
Buckner	Kimberly	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	60	3.50	310	B11/1
Briseno	Sonia	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	60	3.50	310	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	4972		PDL 8/21/19-10/11/19					
Employee ID	2873		Medical Leave 8/18-8/25/19					
Cerda	Brianna	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	60	19.75/wk	81	B11/1
Chambers	Kristen N.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	27	3.00	302	B11/1
Chuy	Vivian	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	25	3.75	100-75% 303 25%	B11/1
Resch	Angelia	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	16	3.75	100	B11/1
O'Neil	Julie N.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	15	3.00	100	B11/1
Vasquez	Genesis Y.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	28	3.75	383	B11/1
Shuler	Erica L	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	15	3.00	302	B11/1
Moore	Devin A.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	11	3.75	100	B11/1
Montano	Alyssa D	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	60	19.50/wk	329	B11/1
Mendez	Diana	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	25	3.75	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Martinez	Gabriella A.	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	60	19.50/wk	85	B11/1
Jovel	Allyson	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	21	3.75	383	B11/1
Huynh	Christine	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	22	3.75	100	B11/1
Holden	Sharon E.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	15	3.75	100	B11/1
Enriquez	Jessica	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	24	3.75	100	B11/1
Easdale	Evelyn R	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	27	3.00	100	B11/1
Vrsalovich	Wendy	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	60	3.50	310	B11/1
Tecson	Justine G.	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	22	15.00/wk	100	B11/1
Wheeler	Susan L.	Instructional Assistant/Reg	New Hire Probationary Status	8/12/19	28	3.75	383	B11/1
Zavala	Jailene	Instructional Assistant/Rec	New Hire Probationary Status	8/12/19	60	19.50/wk	85	B11/1
Alvarez	Elizabeth	Instructional Assistant/Reg-SUB	Hire Probationary Status	8/19/19	99	0.00	100	B11/1
Fredman	Laura L.	Playground Supervisor-SUB	Hire Probationary Status	8/12/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cardona Gomez	Aura M.	Playground Supervisor-SUB	Hire Probationary Status	8/12/19	29	0.00	100	B11/1
Mercado	Rosa M.	Playground Supervisor-SUB	Hire Probationary Status	8/19/19	15	0.00	100	B11/1
Montes	Ileana E.	Instructional Assistant/Reg-SUB	Hire Probationary Status	8/15/19	99	0.00	100	B11/1
Montoya	Dalia	Instructional Assistant/Reg-SUB	Hire Probationary Status	8/12/19	99	0.00	100	B11/1
Sanchez	Ivette	Playground Supervisor-SUB	Hire Probationary Status	8/15/19	99	0.00	100	B11/1
Sawyer	Andrea	Instructional Assistant/Rec	Hire Probationary Status	8/13/19	10	15.00/wk	100	B11/1
Manuel	Dawn L.	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	16	3.00	100	B11/1
Miyatake	Linda Y.	Instructional Assistant/Reg	Hire Probationary Status	8/12/19	13	3.75	100	B11/1
Pena Calvillo	Reyna	Health Assistan/BB	Hire Probationary Status	8/19/19	21	3.75	402	B18/1
Bounds	Brittany D.	Registered Associate Marriage/Family Therapist & Prof	Hire Regular Status	8/12/19	13	24.00/wk	504	18.00/hour
Camarena	Ami-Ray A.	Registered Associate	Hire Regular Status	8/12/19	17	24.00/wk	504	18.00/hour
Martinez	Sylvia M.	Registered Associate Marriage/Family Therapist & Prof	Hire Regular Status	8/12/19	28	24.00/wk	504-25% 302 75%	18.00/hour

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Williamson	Caitlin M.	Tech Library & Media Assistant-SUB	Hire Probationary Status	8/12/19	59	0.00	409	B21/1
Lietzau	Jamie L.	Tech Library & Media Assistant-SUB	Hire Substitutue Status	8/12/19	59	0.00	409	B21/1
Gonzalez Garcia	Victor A.	Tech Library & Media Assistant-SUB	Hire Substitutue Status	8/12/19	59	0.00	409	B21/1
Espinoza	Rosa I.	Instructional Assistant/Sped Ed I-SUB	Hire Substitutue Status	8/13/19	54	0	121	B11/1
Molina	Karla	Food Service Assistant I-SUB	Hire Substitutue Status	8/12/19	90	0.00	606	B08/1
Perez	Adela	Food Service Assistant I-SUB	Hire Substitutue Status	8/12/19	90	0.00	606	B08/1
Luper	Linzee R.	Registered Associate	Hire Regular Status	8/12/19	25	24.00/wk	504-50% 212 25% 302- 25%	18.00/hour
Employee ID	7045		Medical leave 8/15/19-10/15/19					
Gudmundsen	Kelly L.	Playground Supervisor	Voluntary reduction of hours from 2.5 to 1.75/week	8/12/19	13	1.75/wk	100	B11/1
Carlson	JoAnn	Playground Supervisor	Voluntary reduction of hours 5.75 to 4.5/wk	8/12/19	13	4.5/wk	100	B11/1
Lebs	Jody	Playground Supervisor	Voluntary reduction of hours from 2.5 to 2.0/wk	8/12/19	13	2.0/wk	100	B11/1
Lopez	Christina	Playground Supervisor	Voluntary reduction of hours from 6.25 to 1.0/wk	8/12/19	13	1.0/wk	100	B11/1

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Mendoza	Laura	Playground Supervisor	Voluntary reduction of hours 6.5 to 4.5/wk	8/12/19	13	4.5/wk	100	B11/1
Sianez	America Y.	Playground Supervisor	Voluntary reduction of hours 5.75 to 4.0/wk	8/12/19	13	4.0/wk	100	B11/1
Wheeler	Karen Jo	Playground Supervisor	Voluntary reduction of hours 6.0 to 5.0/wk	8/12/19	13	5.0/wk	100	B11/1
Berdeja	David	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	28.60/wk	565	B21/6
Urenda	Robert	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.20/wk	565	B21/6
Andrew	Delfia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.20/wk	565	B21/6
Andrews	Delfia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.50/wk	565	B21/6
Lopez	Noemi M.	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.00/wk	565	B21/6
Avilez	Roxana	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	31.10/wk	565	B21/6
Apodaca	Donna	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	33.10/wk	565	B21/6
Thompson	Marilyn	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.60/wk	565	B21/4
Arechiga	Gina	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	28.60/wk	565	B21/4

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Medina	Cristi	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.00/wk	565	B21/6
Gurrola Reyes	Georgina	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.60/wk	565	B21/6
Pirali	Oralia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	28.90/wk	565	B21/6
Meza	Mitchell	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.10/wk	565	B21/3
Johnson	Cynthia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.50/wk	565	B21/2
Hernandez	Silvia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.60/wk	565	B21/6
Ruiz	Sandra	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	32.60/wk	565	B21/6
Zuniga	Luis	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.80/wk	565	B21/5
Colin	Josefina	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	26.40/wk	565	B21/4
Chavira	Frances	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	29.10/wk	565	B21/5
Morales	Marith	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.60/wk	565	B21/4
Hukel	Cynthia	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.70	565	B21/5

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Rosales	Josue	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.80/wk	565	B21/1
Garcia	Christine	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	25.00/wk	565	B21/1
Santos	Manuel	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	29.90/wk	565	B21/4
Navarrete	Ana	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	29.50/wk	565	B21/6
Esqueda	Yvonne	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	27.00/wk	565	B21/6
Drews	Judy	School Bus Driver	New school year, route/bid/rebid	8/12/19	56	30.00/wk	565	B21/6
Bankston	Charles	School Saftey Monitor	Extra summer work not to exceed 10 hours	8/6/19	23	35.00/wk	304	B16/2
Illingworth	Shannon T.	Supervisor Nutritional Services	Resignation will not remain as a sub	8/16/19	90	8.00	606	B10/2
Marquez	Carmen L.	Instrutional Assistant/SE II B	Resignation will remain as a IA/SE I Sub	8/16/19	12	6.00	125	B14/2
Graham	Marisa L.	Instructional Assistant/Rec.	Resignation on probation	8/16/19	28	18.75/wk	100	B11/1
Lopez Medina	Teresa	Food Service Assistant I	Seperation NLA	8/14/19	90	0.00	606	B08/1
Employee ID	4660		Medical leave 8/22/19-8/29/19					

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Employee ID	6024		Paid Administrative Leave					
Employee ID	3586		LOA: 8/26/19-12/9/19					
Employee ID	4972		PDL: 8/21/19-10/11/19					
Employee ID	83		Medical leave 8/13/19-9/23/19					
Rodriguez	Pedro E.	Instructional Assistant/SE I	Hire Probationary Status	8/19/19	30	6.00	242	B14/1
Singer	Matthew	Instructional Assistant/Rec	Hire Probationary Status	8/21/19	30	18.75/wk	100	B11/1
Glaskell	Michelle	Instructional Assistant./Reg	Hire Probationary Status	8/22/19	12	3.75	100	B11/1
Jimenez	Sally	Instructional Assistant/Rec	Hire Probationary Status	8/22/19	60	19.50/wk	329	B11/1
Perez	Jennifer	Instructional Assistant/Reg	Hire Probationary Status	8/26/19	26	3.00	302	B11/1
Carreno	Yesenia	Instructional Assistant/Reg	Hire Probationary Status	8/26/19	28	3.75	212	B11/1
Son	KyoungGyo	Instructional Assistant/Reg	Hire Probationary Status	8/26/19	29	3.75	212	B11/1
Popov	Alyssa	Instructional Assistant/Rec	Hire Probationary Status	8/26/19	19	16.50/wk	100	B11/1

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Sambrano	Elizabeth	Instructional Assistant/Reg	Hire Probationary Status	8/19/19	21	3.75	100-80% 302 20%	B11/1
Cristea	Marilena	Instructional Assistant/Reg	Hire Probationary Status	8/21/19	26	3.75	100	B11/1
Hernandez	Christian	Instructional Assistant/Reg	Hire Probationary Status	8/19/19	28	3.75	212-20% 100 80%	B11/1
Gonzalez Pedroza	Irma	Instructional Assistant/Rec	Hire Probationary Status	8/19/19	60	19.50/wk	085	B11/1
Hernandez	Joel	Instructional Assistant/Rec	Hire Probationary Status	8/19/19	28	18.75/wk	100	B11/1
Choi	Kang Ju	Instructional Assistant/BB-Korean	Extra summer work NTE 14 hours	7/24/19	55	14.00	508	B14/6
Arteaga Villaneva	Cinthia	Clerical Assistant II/BB	Temporary additoinal hours-60 hours	8/19/19	90	24.00/wk	606	B20/4
Romo	Dora	Instructional Assistant/SE I	Temp. additional hours, 2.0/day	8/12/19	19	4.00	126	B14/6
Perez	Roberto	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B24/6
Rivera	Nadia	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B14/6
Rutledge	Matthew	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B11/4
Bankston	Charles	Custodian I	Extra summer hours, total of 8 hours/day	7/18/19	53	8.00	542	B16/2

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Pappas	Stephanie	Registered Associate	Extra summer work-42 hours	6/10/19	22	42.00	504	18.00/hour
Aure	Jessica	Instructional Assistant/SE II B	Temp. additional hours, 12 hours per week	8/12/19	17	12.00/wk	121	B14/6
Acevedo	Amanda	Instructional Assistant/SE II B	Transfer from Golden Hill to Sunset Lane	8/12/19	15	6.00	121	B14/6
Robles	Aaron C.R	Instructional Assistant/SE II B	Transfer from Student Support Services to Pacific Drive	8/12/19	54	6.00	122	B14/1
Rivera	Angela	Instructional Assistant/SE I	Transfer from Commonwealth to Orangethorpe	8/12/19	12	3.00	122	B14/3
Ramirez	Andrew	Instructional Assistant/SE II B	Transfer from Fern Drive to Commonwealth	8/12/19	13	6.00	122	B14/2
Ora-Tazza	Tania L.	Instructional Assistant/SE II B	Transfer from Sunset Lane to Golden Hill	8/12/19	27	6.00	124	B14/5
Morse	Valerie	Instructional Assistant/SE I	Transfer from Hermosa Drive to Commonwealth	8/12/19	16	3.00	125	B14/1
Linarez	Cristina	Instructional Assistant/SE II B	Transfer from Student Support Services to Commonwealth	8/12/19	54	6.00	121	B14/2
Masterson	Barbara	Instructional Assistant/SE I	Transfer from Laguna Road to Orangethorpe	8/12/19	18	3.75	122	B14/6
Lee	Jessica P.	Instructional Assistant/SE I	Transfer from Rolling Hills to Pacific Drive	8/12/19	26	3.50	122	B14/2
Hatcher	Diane	Instructional Assistant/SE I	Transfer from Commonwealth to Fern Drive	8/12/19	12	6.00	130	B14/6

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Gray	Jennifer	Instructional Assistant/SE I	Transfer from Orangethorpe to Pacific Drive	8/12/19	21	3.00	122	B14/2
Espinosa	Brenda	Instructional Assistant/SE I	Transfer from Oranethorpe to Parks Jr. High	8/12/19	21	6.00	130	B14/6
Bachman	Jamie L.	Instructional Assistant/SE I	Transfer from Richman to Rolling Hills	8/12/19	25	6.00	122	B14/6
Bernardo	Krysten E.	Insturctional Assistant/SE II B	Transfer from Student Support Services to Fern Drive	8/12/19	54	6.00	504-50% 505 50%	B14/1
Valerio	Guadalupe	Playground Supervisor	Resignation will not remain as a sub	5/14/19	17	10.00	100	B11/1
Lu	Angela C.	Account Clerk I	Resignation will not remain as a sub	8/23/19	90	6.00	606	B20/3
Pou	Rofiah	Instuctional Assistant/Reg	Resignation will remain as a sub	8/23/19	60	3.50	310	B11/3
Campos	Jessica	Playground Supervisor	Resignation will not remain as a sub	8/16/19	15	5.20	100	B11/1
Hernandez	Vivian	Instructional Assistant/SE I	Resignation will not remain as a sub	8/12/19	20	3.00	122	B14/2
Yang	Michelle C.	Instructional Assistant/Rec	Resignation will not remain as a sub	8/12/19	13	15.00/wk	100	B11/2
Costello	Lynn M.	AVID Tutor	Seperation NLA	8/12/19	20	3.00	212	11.00/hour
Alvarez Santiago	Christian	AVID Tutor	Seperation NLA	8/12/19	20	3.00	212	11.00/hour

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Employee ID	2472		Medical Leave 8/22/19-8/27/19					
Employee ID	4941		LOA: 8/16/19-9/11/19					
Employee ID	3391		Medical Leave 9/4/19-9/4/20 (FMLA first 12 weeks)					
Cox	Magnolia	Instructional Assistant/SE I	Hire Probationary Status	8/26/19	21	3.00	122	B14/1
Berglund	Christopher	Instructional Assistant/SE I	Hire Probationary Status	8/27/19	54	6.00	505-50% 504 50%	B14/1
Dy Panco	Ralph B.	Instructional Assistant/Reg	Resignation on probation	8/12/19	16	15.00/wk	304	B11/1
Trout	Diana	Playground Supervisor	Resignation will remain as a sub	8/12/19	23	3.75	100	B11/1
Takahashi	Stacy	Instructional Assistant/Reg	Hire Probationary Status	8/27/19	24	3.75	86	B11/1
Employee ID	2472		Medical Leave 8/27/19-9/16/19					
Bustamante	Lisbeth	Instructional Assistant/Rec	Hire Probationary Status	8/26/19	60	19.75/wk	329	B11/1
Marquez	Carmen L.	Instructional Assistant/Sped Ed SUB	Seperation NLA	8/27/19	99	0.00	100	B11/1
Lyons	James R.	Custodian I -SUB	Seperation NLA	8/27/19	53	0.00	100	B11/1

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Pappas	Stephanie	Registered Associate	Seperation NLA	7/3/19	17	24.00/wk	302	18.00/hour
Lebs	Candice M	Instructional Assistant/Reg	Hire Probationary Status	8/29/19	21	3.75	383	B11/1
Jimenez	Sally	Instructional Assistant/Rec	Resignation will not remain as a sub	8/22/19	60	19.5/wk	329	B11/1
Stevens	Taylor J.	Instructional Assistant/Reg	Hire Probationary Status	8/29/19	12	3	100	B11/1
Trout	Diana	Playground Supervisor	Resignation will remain as a sub	8/12/19	23	0.00	100	B11/1
Employee ID	4660		Medical Leave 8/29/19-10/13/19					
Rodriguez	Jacqueline	Instructional Assistant/SE I	Resignation on probation-will remain as SUB	8/9/19	26	20.00/wk	305	B14/1
Vivar	Henry	Gardener	Working out of class from Gardener to Grounds Equipment Operator	7/29/19	53	8.00	547	B22/6
Dolores	Cortez	Instructional Assistant/BB	Working out of class-IA/BB to State Preschool Service Assistant/BB	8/6/19	60	8.00	231	B18/5
Belleque	Tonya	Instrucional Assistant/SE II B	Transfer from Pacific Drive to Student Support Services	8/12/19	22	6.00	504-50% 505 50%	B14/6
Smith	Patricia	Instructional Assistant/SE II A	Temporary additional hours 1.0	8/12/19	20	6.50	242	B14/6
Cox	Magnolia	Instructional Assistant/SE I	Temporay additional hours 3.0/day	8/26/19	22	3.0	122	B14/1

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Gray	Jennifer	Instructional Assistant/SE I	Temporay additional hours 3.0/day	9/16/19	22	3.00	122	B14/2
Prado	Allyson D.	Instructional Assistant/SE II A	Related class transfer from IA/SE II to IA/SE I	8/12/19	29	5.00	125	B14/2
Hebert	Kathryn	Instructional Assistant/SE II A	Related class transfer from IA/SE II to IA/SE I-remove medical stipend	8/12/19	20	6.50	242	B14/6
Mora	Frankie	Instructional Assistant/SE II A	Related class transfer from IA/SE II A to IA/SE I-remove medical stipend.	8/12/19	25	6.00	242	B14/6
Mooney	Rosie	Instructional Assistant/SE II A	Related class transfer from IA/SE II A to IA/SE I-remove medical stipend.	8/12/19	25	6.00	242	B14/6
Duran	Aurora	Instructional Assistant/SE I	Temporay additional hours- 3.0/day	8/15/19	22	3.00	122	B14/2
Barrios	Kristin A.	Instructional Assistant/SE I	Related class transfer from IA/SE I to IA/SE II B	8/12/19	17	6.00	242	B14/2
McDermitt	Jill	Instructional Assistant/SE II A	Related class transfer from IA/SE II to IA/SE I	8/12/19	17	6.00	130	B14/6
Johnson	Kevin J.	Instructional Assistant/SE I	Related class transfer from IA/SE I to IA/SE II B	8/12/19	12	6.00	248	B14/2
Hill	Marlene	Instructional Assistant/SE II A	Medical stipend changed from 2% to 6%	8/12/19	29	6.00	242	B14/6
York	Deborah A.	Instructional Assistant/SE II A	Change medical stipend from 6% to 2%	8/12/19	13	9.00	242	B14/6
Smith	Patricia	Instructional Assistant/SE II A	Change medical stipend from 6% to 2%	8/12/19	20	6.50	242	B14/6

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Yang Hyo	Lim	Instructional Assistant/SE I	Hire Probationary Status	8/29/19	21	28.00/wk	122	B14/1
Employee ID	3805		Medical leave 9/30/19-10/1/19					
Marting	Karen	Instructional Assistant/SE I	Related to class transfer from IA/SE I to IA/SE II A	8/12/19	22	6.00	122	B14/6
Sexton	Heidi	Playground Supervisor	Seperation NLA	8/30/19	99	0.00	100	B11/1
Rael	Maya L.	Instructional Assistant/Rec	Hire Probationary Status	9/3/19	11	19.75/wk	100-95% 302 0.05%	B11/1
Solorio	Diana K	Instruational Assistant/SE II B	Hire Probationary Status	9/3/19	27	6.00	121	B14/1
Green	Valerie	Instructional Assistant/Reg	Hire Probationary Status	9/3/19	10	3.75	100	B11/1
Juge	Tenise L.	Playground Supervisor	Resignation will not remain as a sub	8/12/19	17	3.00	100	B11/1
Urrutia	Jose Jr.	Custodian I -SUB	Seperation NLA	8/30/19	53	8.00	547	B17/1
Garcia	Christine	Bus Driver	Termination on Probation	8/30/19	56	25.00/wk	565	B21/1
Benavidez	Maria G.	Clerical Assistant II	Step increase from 3 to 4	9/1/19	53	8.00	533-75% 547 25%	B19/4
Bernardo	Krysten E.	Instruational Assistant/SE II B	Step increase from 1 to 2	9/1/19	13	6.00	504-50% 505 50%	B14/2

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Ceja	Yajaira J.	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	2.00	606	B8/4
Cipriano	Christy	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	1.50	606	B8/4
Estrada	Faviola	Instructional Assistant/Rec	Step increase from 4 to 5	9/1/19	60	3.95	329	B11/5
Finley	Najya S.	Instructional Assistant/Reg	Step increase from 2 to 3	9/1/19	25	3.00	383	B11/3
Francis	Jeanette	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	1.50	606	B8/4
Garcia	Jacqueline	Instructional Assistant/SE II B	Step increase from 2 to 3	9/1/19	12	6.00	125	B14/3
Gonzalez-Saavedra	Jazmin	Instructional Assistant/Reg	Step increase from 2 to 3	9/1/19	19	3.00	212	B11/3
Jefferson	Tonya	Instructional Assistant/Rec	Step increase from 4 to 5	9/1/19	18	3.75	100	B11/5
Lisuk	Griffin W.	Instructional Assistant/Rec	Step increase from 1 to 2	9/1/19	24	3.10	100	B11/2
Luna	Cristina	Food Service Assistant I	Step increase from 3 to 4	9/1/19	90	2.00	606	B8/4
Lyng	Mary E.	Instructional Assistant/SE I	Step increase from 4 to 5	9/1/19	18	6.00	130	B14/5
Mariano	Kyle Brice	Instructional Assistant/Rec	Step increase from 1 to 2	9/1/19	16	2.50	304	B11/2

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Martinez	Martha	Instructional Assistant/SE I	Step increase from 2 to 3	9/1/19	25	3.00	126	B14/3
Milhander	Laura A.	Instructional Assistant/SE I	Step increase from 4 to 5	9/1/19	20	6.00	130	B14/5
Morse	Valerie	Instructional Assist/SE I	Step increase from 1 to 2	9/1/19	12	5.00	125	B14/2
No	Devin A.	Instructional Assistant/Rec	Step increase from 3 to 4	9/1/19	27	3.75	100	B11/4
Ostreicher	Audrey	Instructional Assistant/Reg	Step increase from 1 to 2	9/1/19	18	3.75	94	B11/2
Pantoja Ledesma	Maria G.	Instructional Assistant/Reg	Step increase from 4 to 5	9/1/19	24	3.98	224-47.50% 302-52.50%	B11/5
Perez	Diana	Instructional Assistant/SE I	Step increase from 3 to 4	9/1/19	29	3.50	130	B14/4
Rante	Anna L.	Instructional Assistant/SE I	Step increase from 2 to 3	9/1/19	21	3.00	126	B14/3
Renteria	Uriel	Instructional Assistant/Reg	Step increase from 2 to 3	9/1/19	60	3.50	310	B11/3
Rochlitz	Lorella L.	Instructional Assistant/Rec	Step increase from 1 to 2	9/1/19	13	3.00	100	B11/2
Seibert	Sandra	Clerical Assistant II/BB	Step increase from 5 to 6	9/1/19	19	8.00	403	B25/6
Sibal	Wilma U.	Instructional Assistant/Reg	Step increase from 1 to 2	9/1/19	16	3.00	304	B11/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Traseca Tapia	Vianney	Instructional Assistant/Reg	Step increase from 1 to 2	9/1/19	20	3.75	212	B11/2
Tran	Jennifer	Instructional Assistant/Rec	Step increase from 2 to 3	9/1/19	21	3.75	100	B11/3
Valtierra	Jessica	Health Assistant/BB	Step increase from 2 to 3	9/1/19	16	3.75	402	B18/3
Vazquez	Erin Murphy	Instructional Assistant/Rec	Step increase from 3 to 4	9/1/19	10	3.00	100	B11/4
Verdin	David	Instructional Assistant/SE II B	Step increase from 3 to 4	9/1/19	17	6.00	504-50% 122 50%	B14/4
Weller	Emily A.	Instructional Assistant/SE I	Step increase from 1 to 2	9/1/19	21	3.20	122	B14/2
Zuniga	Luis E.	Bus Driver	Step increase from 5 to 6	9/19/19	56	5.56	565	B21/6
Arnold	Elissa O.	Occupational Therapist	Longevity increase 2%	9/1/19	54	8.00	505	B14/3
Chow	Pamela	Project Liaison	Longevity increase 2%	9/1/19	57	4.00	526	B4/3
Employee ID	3973		Medical leave 8/30/19-9/13/19					
Salmones	Devin	After School Program Site Lead	Promotion from IA/Rec to ASP Site Lead	9/3/19	60	8.00	329	B18/4
Serna	Elizabeth	After School Program Site Lead	Promotion from IA/Rec to ASP Site Lead	9/3/19	60	8.00	329	B18/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Trujillo	Laura	Food Service Assistant I	Hire Substitue Status	8/20/19	90		606	B8/1
Simental	Erik	Playground Supervisor-SUB	Hire Substitue Status	8/30/19	99	0.00	100	B11/1
Ramos	Jessica	Playground Supervisor-SUB	Hire Substitue Status	8/27/19	99	0.00	100	B11/1
Rosete	Chantel	Playground Supervisor-SUB	Hire Substitue Status	8/26/19	99	0.00	100	B11/1
Martinez	Rita	Playground Supervisor-SUB	Hire Substitue Status	8/29/19	99	0.00	100	B11/1
Medina	Jennifer	Playground Supervisor-SUB	Hire Substitue Status	8/26/19	99	0.00	100	B11/1
Hill	Mikale	Playground Supervisor-SUB	Hire Substitue Status	8/20/19	99	0.00	100	B11/1
Brown	Lenyae	Playground Supervisor-SUB	Hire Substitue Status	8/20/19	99	0.00	100	B11/1
Trumble	Danielle	Instructional Assistant/SE I-SUB	Hire Substitue Status	8/30/19	99	0.00	100	B11/1
Thayer	Nicole	Instructional Assistant/SE I-SUB	Hire Substitue Status	8/28/19	99	0.00	100	B11/1
Manalisay	Judith	Instructional Assistant/Reg-SUB	Hire Substitue Status	8/20/19	99	0.00	100	B11/1
Miskofski	Carol	Instructional Assistant/Reg-SUB	Hire Substitue Status	8/28/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Avilez-Velis	Danielle	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/21/19	99	0.00	100	B11/1
Avilez-Velis	Daniel	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/21/19	99	0.00	100	B11/1
Alvarado	Robert	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/23/19	99	0.00	100	B11/1
Salcido	Jennifer	Instructional Assistant/Reg-SUB	Hire Substitue Status	8/22/19	99	0.00	100	B11/1
Alvarez	Samantha	Instructional Assistant/Rec-SUB	Hire Substitue Status	8/23/19	99	0.00	100	B11/1
Rosales	Josue	Bus Driver	Resignation on probation-will remain as SUB	9/4/19	56	25.80/wk	565	B21/1
Lucas-Faust	Tatiana	Food Service Assistant I-SUB	Hire Substitue Status	9/4/19	90	0.00	606	B8/1
Sukhadia	Jayantika	Food Service Assistant I	Temporary additional hours NTE 120 hours	8/26/19	90	2.50	606	B8/6
Martinez	Martha	Instructional Assistant/SE I	Increase hours from 3.0 to 6.0	8/26/19	25	6.00	121	B14/2
Wheeler	Susan L.	Instructional Assistant/Reg	Resignation on probation-will not remain a SUB	9/4/19	28	15.00/wk	100	B11/1
Contreras Barron	Andrea F.	Health Assistant/BB	Seperation NLA	9/5/19	13	3.75	402	B18/3
Reece	Darrel L.	Instructional Assistant/Rec-SUB	Hire Substitue Status	9/3/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Hatton	Wesley	Custodian II	Transfer from Commonwealth to Rolling Hills	8/26/19	26	8.00	542	B24/4
Dilelio	Angela C.	Instructional Assistant/SE II B	Resignation will remain as a sub	9/6/19	99	0.00	242	B14/1
Lee-Chong	Shawn	Instructional Assistant/BB Korean	Extra Summer Work 3.5 hours	8/8/19	23	4.00	302-70% 224 30%	B14/6
Dibble	Julie A.	Food Service Assistant 1	Working out of class-FSA I to Account Clerk 1-6.0 hours/day	8/26/19	90	6.00	606	B08/6
Employee ID	4941		LOA Extension 9/11/19-10/1/19					
Franco	Norma	Social Service Assistant	Hire Probationary Status	9/9/19	29	15.00/wk	302	B17/1
Flores-Viveros	Virginia	Playground Supervisor	Resignation on probation-will remain as SUB	9/6/19	99	8.92	100	B11/1
Reid	Katie	Instructional Assistant/Recreation	Resignation will not remain as a sub	9/6/19	60	19.50/wk	85	B11/4
Biviano Rayo	Daniel	Instructional Assistant/Reg	Hire Probationary Status	9/11/19	19	3.75	100	B11/1
Lopez	Jesus	Instructional Assistant/Recreation	Increase hours from 17.75 to 18.75	8/13/19	12	4.75	100	B11/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 9/16/19
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:9/24/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

_____ Chairperson

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.

_____ Clerk/Secretary

DISCUSSION/ACTION ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **ADOPT RESOLUTION #19/20-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2019/2020**

Background: Education Code Section 60119 requires local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 13, 2019 at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Junior High School of the Arts, Nicolas Junior High School, and Parks Junior High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020.

JL:nm
Attachment

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION #19/20-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2019/2020

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of those subjects, and

WHEREAS, a public hearing was held on September 24, 2019, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program,
- (v) Visual & Performing Arts.

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the District, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the

curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2019/2020 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2019/2020 school year, the Fullerton School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted at a regular meeting of the said Board held on the 24th day of September 2019.

ATTEST:

Janny Meyer, President
Fullerton School District

Robert Pletka, Ed.D., Secretary
Fullerton School District

Resolution: #19/20-08

DISCUSSION/ACTION ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING (MOU) ON INSTRUCTIONAL ASSISTANT SPECIAL EDUCATION BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 130 (CSEA) AND THE FULLERTON SCHOOL DISTRICT**

Background: Due to some confusion differentiating between the Instructional Assistant IIA and IIB job descriptions, CSEA and District representatives came together in the spirit of Partnership between Administration and Labor (PAL) to discuss the specifications and necessity of both. It was determined that the best course of action was to eliminate the Instructional Assistant IIA job description. Individuals who perform duties as delineated in an IEP of a student with prescribed medical needs will earn a stipend rather than being classified as an Instructional Assistant IIA. The Instructional Assistant IIB job description will be revised and retitled Instructional Assistant II. The Instructional Assistant II job description reflects the duties of the position and has a new salary range that incorporates the stipend into the pay rate.

Rationale: An MOU between the District and CSEA eliminates any confusion until job descriptions can be updated appropriately.

Funding: There is no direct cost associated with approving the MOU and revising applicable job descriptions. However, any future stipend will be charged to the appropriate site/department budget.

Recommendation: Approve/Ratify Memorandum of Understanding (MOU) on Instructional Assistant Special Education between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

CH:nm
Attachment

**Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its FULLERTON ELEMENTARY CHAPTER 130
and the
FULLERTON SCHOOL DISTRICT
Regarding Instructional Assistant Special Education Classification**

August 27, 2019

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Fullerton School District (hereinafter, "District") and the California School Employees Association and its Fullerton Elementary Chapter 130 (hereinafter, "CSEA"). The District and CSEA agree to the following:


1. Currently the District and CSEA recognize that there are three job classifications impacted by the MOU: Instructional Assistant Special Education I, Instructional Assistant Special Education IIa, and Instructional Assistant Special Education IIb. These three job classifications shall be modified as follows:
 - a. The Instructional Assistant Special Education I job description and rate of pay will not be changed from the current Range 14.
 - b. The Instructional Assistant Special Education IIa classification and job description will be eliminated. In place of this classification, a "Medical Procedure Stipend" will be established providing an employee who is primarily responsible for performing the medical procedure with a 6% stipend added to the employee's base salary rate, and the back-up for the primary employee performing the medical procedure with a 2% stipend added to the employee's base salary rate. This stipend may be added to the base salary rate of any Instructional Assistant Special Education I or Instructional Assistant Special Education II according to the requirements listed below:
 - i. The student must have an Individual Health Plan (IHP) from a licensed medical provider that requires the medical procedure.
 - ii. The primary and back-up employee must be trained and have signed authorization from an FSD school nurse to perform the medical procedure independently prior to receiving the stipend. Anytime the IHP is changed or modified, the primary and back-up employee will need to be retrained and have a new-signed authorization from an FSD school nurse to perform the medical procedure independently in order to continue receiving the stipend.
 - iii. The primary and back-up employee will receive regular medical procedure monitoring from an FSD school nurse and must continue to perform the medical procedure correctly to continue receiving the stipend.
 - iv. Any changes to the Individualized Education Plan (IEP), IHP, the student's program placement, or who is performing the procedure will result in the stipend being removed.
 - v. In the event of Diastat administration is required, the Instructional Assistant Special Education I or II who voluntarily administered the

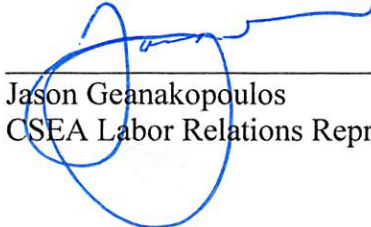
Diastat will receive a 2% stipend for the base wages earned in the pay period that the Diastat was administered.

- c. The Instructional Assistant Special Education IIb classification will be changed to the new title of Instructional Assistant Special Education II. A copy of the job description is attached to this MOU and will be submitted to the Personnel Commission. Any changes made to the job description for Instructional Assistant Special Education II through the Personnel Commission approval process will be negotiated between CSEA and the District. Incumbents working in the Instructional Assistant Special Education IIb classification on the Board approval date of this MOU will have their job classification changed to Instructional Assistant Special Education II.
 - i. Rate of pay:
 1. Incumbents in the Instructional Assistant Special Education II job classification working in the classification prior to the Board approval date of this MOU will be paid at their original pay rate of Range 14 plus a 6% stipend.
 2. Any employees hired into the job classification of Instructional Assistant Special Education II on or after the Board approval date will be paid at the new rate of pay for this classification of Range 16.
 - ii. Work site:
 1. The specific work site of each Instructional Assistant Special Education II will be based on student program placement as described in an IEP. The work site for this classification may change more frequently than other classifications due to student need and program requirements.
 2. An employee will be transferred, under the provisions of Article 14 – Transfers of the CSEA/FSD Collective Bargaining Agreement, from a work site or classroom where an Instructional Assistant Special Education II is no longer required to a classroom where the Instructional Assistant Special Education II is required.

This MOU is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Trustees.

California School Employees Association
and its Fullerton Elementary Chapter 130


Al Lacuesta
President, Fullerton Elementary Chapter 130


Jason Geanakopoulos
CSEA Labor Relations Representative

Fullerton School District


Chad Hammitt, Ed. D.
Assistant Superintendent,
Personnel Services

**FULLERTON SCHOOL DISTRICT
CLASSIFIED PERSONNEL COMMISSION**

RANGE 14 16 (may be eligible for: Medical Stipend 6% if primary or 2% if backup)

INSTRUCTIONAL ASSISTANT/SPECIAL EDUCATION II B/AUTISM

Behavior Stipend 6%

JOB SUMMARY:

Under general direction of the school principal, assists teachers working in behavioral disability and autism programs and administers specific instructional and behavioral strategies and techniques. Relieves the teacher of routine clerical duties and provides supportive activities for instructional personnel.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished from other instructional assistant classifications in that the primary responsibility is working with students in the District's special education ~~behavioral disability and autism~~ program supporting behavioral needs of students as determined by the IEP Team which may require intensive behavioral support to both the student and classroom program. Assignments may be in ~~home~~, school, and/or community environments, as designated in the student's IEP. In addition to the varying locations, it is also distinguished by the absence of immediate supervision, independent judgment exercised, special needs of the population and need for knowledge of methodologies including but not limited to Discrete Trial Training, ~~Picture Exchange Communication System (PECS)~~, Visual Communication Supports, Social Skills, Pivotal Response, Floor Time, Applied Behavior Modification Analysis (ABA) Strategies, ~~TEACCH Methodologies~~ and Scert Model.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists special needs students individually or in small groups and confers with teachers on assigned subjects to insure coordination of instructional efforts;
- Reinforces student learning activities;
- Assists in implementing Individualized Educational Plans for students with autism and behavioral disabilities;
- Directs students into safe learning activities and assists in management of student behavior through use of positive reinforcement strategies and techniques;
- Assists in the development of a variety of instructional materials and learning aids;
- Operates and assists students in operation of a variety of instructional media;
- Monitors and assists in remediation of specific learning problems;
- Under supervision, administers specific instructional and behavioral techniques to children diagnosed with development disabilities;
- Confers with instructional personnel and provides input regarding student progress;
- Collects data and records anecdotal student progress notes, maintains and organizes program notebooks and implements program modifications;
- Administers drills, reviews data with supervisor and consultants and reports concerns;
- May be responsible for integrating special needs students in a mainstream setting;

- With appropriate training and authorization from an FSD District Nurse, **A** administers medication in accordance with specific medical instruction, performs routine first aid which may include aiding children experiencing seizures or respiratory problems;
- Requests appropriate assistance for serious pupil injury or illness;
- Assists in monitoring any special medical problems students may have and logs student medical information as appropriate;
- Assists in maintaining a positive learning environment;
- Assists when necessary with physical activities and therapy, including diapering, toilet training, feeding, and other self-help skills;
- Supervises students during class activities, in the library, on field trips, at lunch and recess;
- May prepare students for going home and supervise bus loading;
- Maintains and files student records, attendance reports and files including confidential student records and information;
- Attends a variety of meetings, workshops and in-service training to maintain current knowledge of developments within the field of special education;
- Provide one-on-one intensive behavioral intervention services **using** **{** Applied Behavioral Analysis **}** **(ABA) Strategies**;
- Performs a variety of regular clerical duties, such as filing, typing, word processing, or duplicating materials.
- **Implements the methodologies of Non-Violent Crisis Intervention strategies.**

EMPLOYMENT STANDARDS

Education: Equivalent to graduation from high school or GED is required.

Must also show sufficiency in educational requirements by meeting one of the following requirements of the Every Student Succeeds Act of 2015 (ESSA), formerly known as the No Child Left Behind Act of 2001 (NCLB):

- Possession of two years of higher education (i.e., 48 units or more); **Or**
- Possession of an Associates Degree or higher from an institution of higher learning accredited as recognized by the Council for Higher Education Accreditation; **Or**
- Possession of proof that indicates you have passed the California Basic Educational Skills Test (CBEST); **Or**
- Obtain a passing score on the Fullerton School District Preliminary Instructional Assistant Proficiency Assessment

AND

All Instructional Assistant candidates must take and obtain a passing score on the **Fullerton School District Instructional Assistant Proficiency Assessment**

Training or coursework in child growth and development, behavior management, developmental motor training, first aid, CPR, instructional technology or related field desirable. CPR Certification must be acquired following hire.

Experience: Recent paid or volunteer experience working with children or youth groups. Experience with children requiring a specialized learning environment desirable.

Knowledge of:

- Basic methods of instruction;
- General needs and behavior of children diagnosed with developmental disabilities, including an understanding of appropriate behavior management techniques used in controlling and motivating students;
- General concepts of child growth and development and child behavior characteristics;
- English usage, punctuation, spelling and grammar;
- Routine record keeping.

Ability to:

- Engage in strenuous physical activity including lifting as needed;
- Learn and utilize basic methods and procedures to be followed in the special education instructional setting; provide specialized health care as needed;
- Operate medical equipment necessary to meet the physical needs of students;
- Reinforce instruction to students with severe physical, cognitive, communicative, behavioral and emotional disabilities from preschool through eighth grade level;
- Manage student behavior and guide students toward more acceptable social behaviors;
- Establish and maintain effective relationships with children with development disabilities and their parents;
- Tutor students diagnosed with development disabilities in a special class program and/or **general education classrooms specially designed home program** ;
- Provide feedback as to how the children are performing daily assigned tasks;
- Maintain effective and harmonious working relationships with students, fellow employees, teachers and administrative staff;
- Keep simple records;
- Maintain confidentiality of sensitive information;
- Utilize appropriate instructional materials and procedures;
- ~~Travel to student's homes and other locations as needed;~~
- Understand, communicate and follow oral and written instructions;
- Obtain a Red Cross First Aid certificate, including CPR training. ;
- ~~If assignment requires, use of a personal vehicle, valid driver's license and proof of auto insurance.~~

Physical Standards:

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this special education instructional assistant series. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary dependent on instructional assistant classification and school site or specialized department/student assignment.

Work Environment: While performing the duties of this job, the employee works in several environments including classroom, indoor and outdoor environments and on or near student playground equipment. The employee's primary responsibility is working with students in a

special education behavioral disability and autism program. Employees in this position may have a higher level of exposure to infection and physical injury from students. There is also frequent contact with staff and public. The noise level is moderate.

Physical Demands: The physical demands of this position include sitting and standing for extended periods of time. Dependent on class/student assignment the employee may frequently move or lift children weighing up to 50 lbs unassisted from wheelchairs to tables or desks. Employees may lift and move students who may wear heavy braces, use wheelchairs and other assistive devices, assist students on or off a bus, either in a wheelchair or using some other mobility-assisted equipment. Frequent bending at the waist is required, as is kneeling, crouching, pushing and pulling to assist students with shoelaces, braces, floor exercises and pushing of wheelchairs with or without students up and down inclines, steps and on long walks. Employees may reach overhead as well as above the shoulders and horizontally. Dexterity of hands and fingers to demonstrate activities or run medical and instructional resource equipment is required as is hearing and speaking to exchange information, make presentations, hear in a noisy environment and locate the source of a sound. Seeing to read a variety of materials and monitor student activities is required.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned.

INSTRUCTIONAL ASSISTANT/SPECIAL EDUCATION II /~~B~~—AUTISM
Adopted by the Personnel Commission 3/1/07, revised 6/17/19, proposed revision 9/16/19.

DISCUSSION/ACTION ITEM

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE RESOLUTION #19/20-09 PROCLAIMING OCTOBER 13-19, 2019 WEEK OF THE SCHOOL ADMINISTRATOR IN THE FULLERTON SCHOOL DISTRICT

Background: Each year, the State of California designates one week as “Week of the School Administrator” with the intent of honoring Administrators throughout the State at the same time. This year, “Week of the School Administrator” is October 13-19, 2019.

The impact of participating in a statewide effort for the “Week of the School Administrator” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming the week of October 13-19, 2019 as “Week of the School Administrator”.

Funding: Not applicable.

Recommendation: Approve Resolution #19/20-09 proclaiming October 13-19, 2019 as Week of the School Administrator in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-09
PROCLAIMING OCTOBER 13-19, 2019 AS
“WEEK OF THE SCHOOL ADMINISTRATOR”

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, The future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE BE IT RESOLVED, by the Fullerton School District, that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 24th day of September, 2019 by:

Janny Meyer, President

Jeanette Vazquez, Vice President

Hilda Sugarman, Clerk

Aaruni Thakur, Member

Beverly Berryman, Member

DISCUSSION/ACTION ITEM

DATE: September 24, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) ON UTILIZING A SPECIAL BLOCK GRANT FOR PROFESSIONAL DEVELOPMENT TRAINING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION, CHAPTER 130 (CSEA) FOR THE 2019/2020 SCHOOL YEAR**

Background: Assembly Bill 1808 - Professional Development Funds for Classified Employees provides monies to California school districts to help provide training to classified staff as outlined in Education Code section 45391, with first priority being for professional development for the implementation of school safety plans, as set forth in Education Code section 32280 et seq., if applicable. In collaboration with representatives from CSEA, Chapter 130, the attached MOU provides a guide to how the funds will be spent.

Rationale: An MOU between the District and CSEA will provide a transparent and comprehensive plan for utilization of State-awarded funding.

Funding: Total cost not to exceed \$74,654 and is to be paid from District funds – Classified School Employee Professional Development Block Grant (CC386).

Recommendation: Approve Memorandum of Understanding (MOU) on utilizing a special block grant for professional development training between the Fullerton School District and California Schools Employees Association, Chapter 130 (CSEA) for the 2019/2020 school year.

CH:nm
Attachment

Memorandum of Understanding
between the
California School Employees Association
and Its Fullerton Elementary Chapter No. 130
and the
Fullerton School District

**REGARDING THE CLASSIFIED SCHOOL EMPLOYEE
PROFESSIONAL BLOCK GRANT
6-19-2019**

The California School Employees Association ("CSEA") and its Fullerton Elementary Chapter No. 130 and the Fullerton School District ("District") agree to the following Memorandum of Understanding ("MOU") regarding the decision and effects relating to AB 1808, Professional Development Funds for Classified Employees, and agree that these funds will be used as follows:

1. The District shall use the "Classified School Employee Professional Development Block Grant" money as authorized in AB 1808 ("Block Grant") to provide training for any purpose described in Education Code section 45391, with first priority being for professional development for the implementation of school safety plans, as set forth in Education Code section 32280 *et seq.*, if applicable. The District shall consider the needs of its classified employees in determining the nature and scope of any such trainings paid for with Block Grant funds.
2. Classified professional development and/or training(s), only funded by such Block Grant funds, shall be determined by a joint planning committee comprised of two (2) CSEA appointees and two (2) District appointees. The Committee shall meet, discuss, and make recommendations to the District no later than December 1, 2019.
3. The Committee will include CSEA as one option of a training provider.
4. Classified employees shall be reimbursed for costs (for example: mileage, overnight accommodations, meals, registration, airfare, etc.) incurred for Committee approved trainings in accordance with AR 3350. The classified employee shall be responsible for submitting the Conference Attendance Request Form prior to the training for approval. In order to receive reimbursement, the classified employee is responsible for submitting the Travel and Expense Reimbursement Form with the appropriate supporting expense documentation attached.
5. All unit members shall not be on a leave of absence in order to participate in any mandatory or voluntary professional development/training paid for with Block Grant funds. If a classified employee is attending professional

development/training during his/her regularly scheduled work hours, no additional compensation will be provided. If professional development/training, or any portion thereof, is to be provided during a time in which the unit member is not regularly scheduled for duty, the unit member shall receive his/her regular rate of pay during any time spent in professional development/training outside of his/her regular work day/hours (not to exceed 8 hours per day, with any overtime being preapproved by the classified employee's supervisor).


- 6. Substitutes may be provided, if available, where work cannot be deferred during professional development/training of regular classified employees. Any substitute costs shall be charged against funds received from the Block Grant.
- 7. There shall be no discipline, including verbal or written warnings, given for any regular work not performed while a bargaining unit member was in professional development/training. Site administrators shall be authorized to approve extra hours, overtime, or compensatory time (regular or overtime), to alleviate any work load problem which is identified in the first five days following a scheduled professional development/training when such an impact cannot be minimized by prioritizing the bargaining unit member's daily work. Any extra hours, overtime, or compensatory (regular or overtime) costs, shall be charged against funds received from the Block Grant.
- 8. The District may mandate unit member attendance at such professional development/trainings and attendance may be taken at both the start and end of the professional development/training.
- 9. The MOU will terminate upon exhaustion of funds from the Classified School Employee Professional Development Block Grant as authorized in AB 1808.

This Agreement is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Education.




Fullerton School District Representative

Date 6/19/19



CSEA Chapter 130 President

Date 6-19-19



CSEA Labor Relations Representative

Date 6/19/2019

DISCUSSION/ACTION ITEM

DATE: September 24, 2019
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board discussed the Board Annual Goals at the Special Board Meeting of August 20, 2019.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs
Attachment

2018-2019 Goal 1:

To prepare students to be successful in high school, college and career by fostering students' personalized interest and passion as well as increasing student self- efficacy through mastery of grade level content standards, technology, and the 5 C's (Communication, Collaboration, Creativity, Critical Thinking, Character) needed for students to be innovative in the 21st Century. Students will be able to identify interests and a pathway to college and career by 8th grade. Additionally, students prepared to take A-G requirements will increase.

2019-2020 Proposed Revised Goal 1:

We value high expectations for all students, and we are committed to closing the achievement gap. We prepare students to be successful in High School, College, and Career while utilizing their strengths to enhance the world. Our personalized student-centered approach creates innovative and productive citizens engaged in democracy.

Board Member Feedback

Aaruni:

Bev: We value high expectations for ALL students, and we are committed to increasing student achievement through the mastery of grade level content standards and narrowing the achievement gap. We prepare students to be successful in High School, college and career while utilizing their personal strengths and talents creating innovative and productive citizens that take pride and personal responsibility in the world around them.

Hilda:

Janny:

Jeanette:

2018-2019 Goal 2:

To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

2019-2020 Proposed Revised Goal 2:

We ensure long-term District financial stability through responsible fiscal stewardship. We allocate funding to support prioritized programs, enhance facilities, and attract and retain highly qualified staff.

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 3:

Recruiting, hiring, and developing the best staff possible is a top priority, as great teachers are key to achieving a high quality of education in our District. Where children are adversely impacted, we will take steps to dismiss unsatisfactory performers.

2019-2020 Proposed Revised Goal 3:

We are committed to recruiting, hiring, and retaining an exceptional and culturally responsive staff that is student-centered and focused on high expectations for all students. Our staff will respond with urgency to the needs and safety of our children.

Board Member Feedback

Aaruni:

Bev: We are committed to recruiting, hiring, supporting and retaining exceptional student centered and culturally responsive staff that focus on high expectations for our students. Our FSD staff are committed to respond with urgency to the individual needs and safety of all our students

Hilda:

Janny:

Jeanette: So instead of teachers with cultural competency it would be hiring and retaining teachers from diverse backgrounds

2018-2019 Goal 4:

High level of focus on parent and community engagement in all areas of programming and committees by fostering a culture throughout the District where community and family feel welcomed, respected and appreciated.

2019-2020 Proposed Revised Goal 4:

We welcome and engage parents and community in meaningful and culturally responsive ways. We respect, empower, and appreciate our diverse community through parent and community involvement in programs, committees, school cultures, and celebrations.

Board Member Feedback

Aaruni:

Bev: To maximize student success, we welcome and engage families and the community in meaningful and culturally responsive ways. We foster principles throughout our district where our diverse families feel respected, empowered, and appreciated through involvement in committees, school programming and celebrations

Hilda:

Janny:

Jeanette:

2018-2019

NO GOAL EXISTS!

2019-2020 Proposed New Goal 5:

We promote child-centered education with our community partners that supports the health, safety, and engagement of each student. We educate the whole child to be productive citizens of the community through restorative practices, nutrition, mental and social-emotional health, personal responsibility, and a positive school climate.

Board Member Feedback

Aaruni:

Bev:

We promote student-centered education that supports the safety, mental and physical health and well being of our students. We are committed to working with our community partners in delivering programs in restorative practices, nutrition, mental and social-emotional health and personal responsibility creating a positive school climate.

Hilda:

Janny:

Jeanette: Also MTSS would be appropriate for the 5th goal.

Additional Suggestions:

Add Patriotism and respect/pride for the Country (suggested by Trustee Hilda Sugarman)

ADMINISTRATIVE REPORT

DATE: September 24, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2018/2019, the Capital Facilities Fund reflects a July 1, 2018, beginning balance of \$2,329,626, income of \$891,144, expenses of \$1,921,164, and a June 30, 2019, ending balance of \$1,299,606.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 10, 2019 (Item #2a). Of the \$1,921,104 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

RC:MG:yd
Attachment

**FULLERTON SCHOOL DISTRICT
REVIEW OF DEVELOPER FEES
2018/19**

Building improvements and Equipment to house student enrollment at:

\$	679,513	Golden Hill
\$	455,429	Ladera Vista
\$	261,416	Maple
\$	8,800	Richman
\$	460,795	Fisler
\$	22,772	Central costs
\$	979	County Admin costs
\$	31,460	Loan payment

\$ 1,921,164

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 24, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and Sheila Hebert led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt, Julienne Lee.

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:00 p.m. and Laura Grover (Pacific Drive School Teacher) led the pledge of allegiance. President Meyer reported that in closed session, the Board took action 5-0 to approve/disapprove the authorization to terminate classified employee #7757 pursuant to Education Code Sections 45260 and 45261.a.

At the District Office Quad, eighteen FSD schools were recognized for Statewide Positive Behaviors Interventions Supports (PBIS). A small reception was held in recognition of the eighteen schools.

Introductions/Recognitions:

Golden Hill School students Abigail Veyna and Cameron Kim led the pledge of allegiance. Katrina Piche, Principal at Golden Hill School, presented an overview of Golden Hill School's many programs and activities.

Superintendent's Report

Dr. Bob Pletka reported the upcoming Innovative and Exemplary School Tours is scheduled for October 15, 2019. He thanked all the staff that planned and executed a very successful FSD Community Block Party (Area 5) on September 19, 2019. Five FSD Community Block Parties are scheduled in the near future to give an opportunity for parent and community feedback regarding the Local Control Accountability Plan, facilities, and parent engagement. Dr. Pletka reported a "Champions for Learning Parent Conference" will be held on Saturday, March 7, 2020.

Information from the Board of Trustees

Trustee Thakur- No report.

Trustee Berryman- She stated the FSD Community Block Party was a big success and it was great to see the number of people who attended the event and that were given an opportunity to receive resources. She commented the importance of hosting the FSD Community Block Parties at a junior high school campus to allow parents to feel more comfortable visiting a junior high campus. She is looking forward to the Champions for Learning Parent Conference.

Trustee Sugarman – She attended the grand re-opening of Orangethorpe's Career and College Ready library on September 18, 2019. She thanked Dr. Bob Pletka for hosting the PTA/Foundation/DELAC annual meeting on September 20, 2019. Trustee Sugarman thanked Beverly Berryman who helped coordinate the Needlework Guild Fall Mixer and General meeting on September 18, 2019. She commented guests had an opportunity to receive information regarding issues related to students. She reminded everyone tickets are on sale for the Toast to Learning event on October 12, 2019.

Trustee Vazquez– She thanked staff for coordinating engagement events for families. She thanked Mark Jacobs, Fullerton Elementary Teachers Association President, for previously joining the Board in their

discussion of the Revised Board Annual Goals. She attended the early child symposium along with Marilee Cosgrove, Director of Child Welfare and Attendance. She thanked everyone for their hard work.

President Meyer- She attended the PTA Council meeting on September 24, 2019, and she had an opportunity to hear Dr. Scott Scambray (Fullerton Joint High School District Superintendent) and Dr. Pletka speak about issues affecting students and the District. In addition, Nutrition Services provided food nutritional guidelines to PTA Council members.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Wendy Reid- She reported Walk to School Day is October 2, 2019, and encouraged people to walk to school to promote physical activity, and cut down on local traffic. Christy Carter reported PTA has a new online membership system and has 400 online members plus another 2200 members offline. Mrs. Carter reported PTA enjoyed participating in the FSD Community Block Party where they encouraged parents to join PTA.

FETA –Mark Jacobs- He reported that junior high teachers finished student/parent conferences to discuss children’s progress and to establish individualized goals. FETA looks forward to continuing the collaboration with Executive Cabinet to train and strengthen site leadership teams and to focus on ways to address student behaviors. FETA and FSD will attend the ABC Labor Management Institute on October 23-24, 2019 and host the annual PAL Retreat on November 5, 2019. Many teachers will attend the CTA Fall Leadership Conference held on October 12-13, 2019. FETA is looking forward to the Toast to Learning event on October 12.

CSEA – No Report.

FESMA –Robin Gilligan- She reported administrators are supporting staff during conference week. They are looking forward to Champions for Learning Parent Conference in October. Ms. Gilligan is looking to attending the Toast to Learning event, along with FSD administrators, on October 12, 2019.

Public Comments:

No public comments.

Approve Minutes

It was moved by Hilda Sugarman seconded by Beverly Berryman and carried 3-0-1 (Trustee Vazquez abstained from being absent at the September 10, 2019 Board meeting) to approve minutes of the Regular meeting on September 10, 2019.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Beverly Berryman, seconded by Hilda Sugarman, and carried 5-0 to approve the consent items and pulling consent item #1t for separate vote. The Board commented on consent item #1b.

Regarding #1t:

Based upon a presentation to the Board of Trustees on May 21, 2019, the board supported the administration contracting with a polling company, True North Research, to conduct a feasibility study for a potential March 2020 or November 2020 general obligation bond. Payment of any bond counsel fees are contingent on the successful election and issuance of bonds. The costs are then included in the issuance cost of the bonds, and there is no cost to the district. If there is not a successful election and issuance of bonds, all fees and reimbursable expenses are waived, and there is no cost to the district. It was then moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to approve agreement with Stradling, Yocca, Carlson & Rauth as bond counsel, with David Casnocha Lead Counsel, for a potential March 2020 or November 2020 General Obligation bond measure effective September 25, 2019

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees’ appreciation to all donors.

1c. Approve/Ratify purchase orders numbered N22C0012 through N22C0016, N22D0092 through N22D0124, N22E0016 through N22E0029, N22M0129 through N22M0137, N22R0322 through N22R0356, N22S0004, N22T0015, N22V0049 through N22V0050, N22X0309 through N22X0331, and N22Y0069 through N22Y0072 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220135 through 220157 for the

2019/2020 school year.

1e. Approve/Ratify warrants numbered 123952 through 124114 for the 2019/2020 school year

1f. Approve/Ratify Nutrition Services warrants numbered 13836 through 13867 for the 2019/2020 school year.

1g. Approve request to solicit competitive proposals for bids for data network equipment for E-Rate Y18 (2019/2020) utilizing public contract code (PCC) 20118.2.

1h. Approve request to solicit competitive proposals for bids for cabinet wiring and wireless access point installation services for E-Rate Y21 (2019/2020) utilizing public contract code (PCC) 20118.2.

1i. Approve/Ratify Nonpublic School Master Contracts with Beacon Day School, Olive Crest Academy – Garden Grove, Olive Crest Academy - Orange, and Speech and Language Development Center effective July 1, 2019 through June 30, 2020.

1j. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation, to provide ongoing training for parent technology classes at Nicolas Junior High School effective September 30, 2019 through December 17, 2019.

1k. Approve/Ratify Nonpublic Agency Master Contract between Fullerton School District and Behavioral Health Works, Inc., effective July 1, 2019 through June 30, 2020.

1l. Approve Nonpublic Agency Master Contracts with Ed Theory, Ketchtalk Speech Therapy, Inc., Professional Tutors of America, and Therapy Mantra, Inc., effective September 25, 2019 through June 30, 2020.

1m. Approve Independent Contractor Agreement between Fullerton School District and Hauffe Company Inc. effective September 25, 2019 through March 24, 2020.

1n. Approve Agreement with Camp High Trails for Outdoor Science School from September 25, 2019 through June 30, 2020

1o. Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 25, 2019 through June 30, 2020.

1p. Approve Agreement with Guided Discoveries, Inc., for Outdoor Science School from September 25, 2019 through June 30, 2020.

1q. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 25, 2019 through June 30, 2020.

1r. Approve Agreement with the Ocean Institute for Outdoor Science School from September 25, 2019 through June 30, 2020.

1s. Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 25, 2019 through June 30, 2020.

1t. Approve agreement with Stradling, Yocca, Carlson & Rauth as bond counsel, with David Casnocha Lead Counsel, for a potential March 2020 or November 2020 General Obligation bond measure effective September 25, 2019.

1u. Adopt resolutions numbered 18/19-B058 through 18/19-B062 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1v. Adopt resolutions numbered 19/20-B005 through 19/20-B006 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve contract between Fullerton School District and Fast Deer Bus Charter, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

1x. Approve contract between Fullerton School District and Transportation Charter Services, Inc., to provide transportation for field trips effective September 25, 2019, through June 30, 2020.

1y. Approve Susan Albano, Kelly Castillo, Rossana Fonseca, Julienne Lee, and Yolanda McComb to attend the National Association for Bilingual Education Conference in Las Vegas, Nevada from February 25-28, 2020.

1z. Approve/Ratify Classified Personnel Report.

Public Hearing

President Meyer conducted a public hearing at 6:57 p.m. to allow for public comment regarding the adoption of Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020. Hearing no public comments, the public hearing was closed at 6:58 p.m.

Discussion/Action Items:

2a. Adopt Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to adopt Resolution #19/20-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2019/2020.

2b. Approve/Ratify Memorandum of Understanding (MOU) on Instructional Assistant Special Education between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

It was moved by Jeanette Vazquez, seconded by Beverly Berryman, and carried 5-0 to approve/ratify Memorandum of Understanding (MOU) on Instructional Assistant Special Education between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

2c. Approve Resolution #19/20-09 proclaiming October 13-19, 2019 as Week of the School Administrator in the Fullerton School District.

Trustee Sugarman stated she would like to see additional language in the Resolution to include: Whereas, Fullerton School District has exemplary administrators. It was then moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to approve Resolution #19/20-09 proclaiming October 13-19, 2019 as Week of the School Administrator in the Fullerton School District.

2d. Approve Memorandum of Understanding (MOU) on utilizing a special block grant for professional development training between the Fullerton School District and California Schools Employees Association, Chapter 130 (CSEA) for the 2019/2020 school year.

It was moved by moved by Hilda Sugarman, seconded by Aaruni, Thakur, and carried 5-0 to approve Memorandum of Understanding (MOU) on utilizing a special block grant for professional development training between the Fullerton School District and California Schools Employees Association, Chapter 130 (CSEA) for the 2019/2020 school year.

Administrative Report:

3a. Developer Fees Report

Dr. Rob Coghlan, Assistant Superintendent of Business Services, discussed with the Board the Developer Fees Report.

Discussion/Action Item:

2e. Approve Revised Board Annual Goals

The Board held a discussion regarding the Revised Board Annual Goals. It was then moved by Aaruni Thakur, seconded by Hilda Sugarman, to approve Revised Board Annual Goal #2 to state:

We ensure long-term District financial stability through responsible fiscal stewardship. We allocated funding to support prioritized programs, enhance facilities, and attract and retain highly qualified staff.

A future Special Board Meeting will be calendared for October 16, 2019, to further discuss the Revised Board Annual Goals.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Vazquez made a motion, seconded by Trustee Thakur to place the topic of term limits at a future Board Meeting agenda.

President Meyer adjourned the Regular meeting on September 24, 2019, at 7:28 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, October 15, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Call to Order, Pledge of Allegiance

5:30 p.m.- Recess to Closed Session – Agenda:

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Introductions/Recognitions:

Dream Catchers

Cybersecurity Got Talent

America’s Healthiest Schools Recognition

- Golden Hill School, Fern Drive Elementary, Ladera Vista JHS of The Arts, Orangethorpe School, Parks JHS, Robert C. Fisler School, Woodcrest School

Laguna Road School Report

Catch Me at My Best Recipients

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a “request to speak” slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting September 24, 2019

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered N22C0017 through N22C0024, N22D0125 through N22D0158, N22E0030 through N22E0048, N22M0138 through N22M0149, N22R0357 through N22R0443, N22S0005, N22T0016 through N22T0016 through N22T0017, N22V0051 through N22V0063, N22X0332 through N22X0349 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220158 through 220198 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 124115 through 124494 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13868 through 13891 for the 2019/2020 school year.

1g. Approve the agreement for architectural services with Architect 9, LLLP through the 2019/2020 and 2020/2021 Fiscal School years.

1h. Approve two-year contract between Fullerton School District and Blackboard Inc., for additional services on Blackboard mobile communications app, effective November 1, 2019, through June 30, 2021.

1i. Approve/Ratify warrant numbered 1125 for the 2019/2020 school year.

1j. Approve/Ratify warrant numbered 1207 through 1208 for the 2019/2020 school year.

1k. Approve/Ratify Classified Personnel Report.

1l. Approve/Ratify the 2019/2020 After School Education and Safety Program Contract.

1m. Approve/Ratify Agreement between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.

1n. Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 1, 2019 through June 30, 2020.

1o. Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide training for a research-based, common core aligned reading program, reading workshop for TK-8 grade teachers from January 7, 2020 through March 18, 2020.

1p. Approve Susan Albano, Kelly Castillo, Rossana Fonseca, Julienne Lee, and Yolanda McComb to attend the National Association for Bilingual Education Conference in Las Vegas, Nevada from February 25-28, 2020.

1q. Approve Elizabeth Leon, Stephanie Givens, Linda Beecher, Jacqueline Gallardo-Hoffmaster, Robert Pletka, Janny Meyer, and Julienne Lee to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, November 13-16, 2019

1r. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2019 – September 30, 2019).

1s. Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2019/2020 school year.

1t. Approve/Ratify Affiliation Agreement between the Fullerton School District and New York University, Steinhardt School of Culture, Education, and Human Development effective September 18, 2019.

1u. Approve Clinical Affiliation Agreement between the Fullerton School District and West Coast University, Inc., effective January 1, 2020.

1v. Adopt resolutions numbered 19/20-B007 through 19/20-B009 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve Updated Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association for the 2019/2020 school year.

1x. Approve GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019

Information/Discussion Item:

First Reading of Resolutions and Full Proposition presented to the Voters by the Fullerton School District.

Administrative Reports:

2a. California Dashboard Local Indicators Board Report

2b. First Reading of Revised Pupil Attendance Calendar for the 2020/2021 School Year

Discussion Item:

Board of Trustee Term Limits

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Special meeting of the Board of Trustees will be Wednesday, October 16, 2019, 4:00 p.m. The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 12, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
370	Cisneros	Jacqueline	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours for certificated employee to participate in planning for new school year. Budget #0130215101-1101	08/01/19-08/07/19
52	Licoma	Shalimar	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in Instructional Assistant interviews. Budget #0130225101-1101	6/7/19
121	Maehr	Jennifer	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in second grade teacher interviews. Budget #0130225101-1101	7/29/19
378	Sanchez	Terry	Orangethorpe	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to participate in Lindamood Bell Aides training. Budget #0138352221-1101	8/7/19
377	Stewart	Kimberly	Valencia Park	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for certificated employee to participate in preparation for Lindamood Bell Presentation. Budget #0138352221-1101	8/7/19
121	Turner	Eden	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in second grade teacher interviews. Budget #0130225101-1101	7/29/19
52	Victoria	Denise	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to participate in Instructional Assistant interviews. Budget #0130225101-1101	6/7/19
371	Brantzeg	Michelle	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to participate in Kindergarten assessments. Budget #0130215101-1101	08/01/19-08/08/19
371	Carthew	Terri	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to participate in Kindergarten assessments. Budget #0130215101-1101	08/01/19-08/08/19
371	Higgs	Jody	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours for certificated employee to participate in Kindergarten assessments. Budget #0130215101-1101	08/01/19-08/08/19
	Barber	Joy Noel	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Beaty	Kiersten	Certificated Personnel	Substitute Teacher	New Hire		9/23/19
	Bolanos	Cheyenne	Certificated Personnel	Substitute Teacher	New Hire		9/19/19
	Bond	Steffanie	Certificated Personnel	Substitute Teacher	New Hire		10/1/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Caprine	Kathryn	Certificated Personnel	Substitute Teacher	New Hire		10/2/19
	Chaurushia	Shivali	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Chiles	Adam	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Choe	Grace	Certificated Personnel	Substitute Teacher	New Hire		10/4/19
	Clayfield	Alexa	Certificated Personnel	Substitute Teacher	New Hire		9/20/19
	Hendrickson	Matthew	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Hernandez	Elizabeth	Certificated Personnel	Substitute Teacher	New Hire		9/17/19
	Hibbard	Jason	Certificated Personnel	Substitute Teacher	New Hire		10/1/19
	Katsuki	Katlin	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Lane	Aeja	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Mispagel	Kandace	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Opinaldo	Gina	Certificated Personnel	Substitute Teacher	New Hire		9/30/19
	Rodriguez	Michelle	Certificated Personnel	Substitute Teacher	New Hire		10/3/19
	Ruvalcaba	Adrianna	Certificated Personnel	Substitute Teacher	New Hire		9/16/19
	Steele	Carrie	Certificated Personnel	Substitute Teacher	New Hire		10/2/19
	Williams	Karin	Certificated Personnel	Substitute Teacher	New Hire		9/27/19
	Yeutter	Sean	Certificated Personnel	Substitute Teacher	New Hire		9/20/19
	Toone	Lorena	Acacia	Focus Teacher	Resignation		9/30/19
	Duffy	Victoria	Student Support	Psychologist	Retirement		11/1/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
409	Chavez	Jody	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Orangethorpe. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Chung	Amy	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Ladera Vista. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
399	Cooper	Sara	Educational Services	Teacher	Stipend	Approve stipend of \$1,800 for certificated employee to work as STAGE program. Budget #0131655109-1101	09/05/19-05/29/20
409	Curley	CaroleAnn	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Laguna. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
357	DiLuigi	Jessica	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as in GATE Certificate Class. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #0135555223-1901	08/12/19-05/29/20
409	Donnelly	Carlos	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach Ladera Vista. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
364	Ellison	Beth	Educational Services	Teacher	Stipend	Approve stipend of \$200 for certificated employee to participate as Mentor in Induction Program. Teacher will be paid in December 2019. Budget #0135555223-1901	08/12/19-8/23/19
409	Ellison	Elizabeth	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach Fisler. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Frutchey	Lynne	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Laguna. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Gee	Tricia	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Parks. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Hancock	Emily	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Fisler. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Keller	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Orangethorpe. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
409	Kelley	Linda	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Sunset. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
358	Licona	Shalimar	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as Mentor in Induction Program. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
410	McDougall	Emily	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Beechwood. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Michaels	Keely	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Woodcrest. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Moreno	Samantha	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Commonwealth. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Nakamura	Robyn	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Sunset. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Ninofracco	Ivy	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Richman. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
412	Ninofranco	Ivy	Educational Services	Teacher	Stipend	Approve stipend of \$1,200 for certificated employee to work as Speech & Debate Lead Teacher. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
357	Petris	Rudolph	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as in Induction Leadership Team. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
410	Ramont	Tracy	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Valencia Park. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Richardson	Tiffany	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Raymond. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Ryan	Theresa	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Maple. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Saul	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Valencia Park. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
410	Schuett-Maloney	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Ladera Vista. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
358	Shaffer	Michael	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as Mentor in Induction Program. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
358	Smith	Orba	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to participate as Mentor in Induction Program. Half is going to be paid in December 2019 and half will be paid in May 2020. Budget #013555223-1901	08/12/19-05/29/20
411	Smith	Nicole	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Pacific Drive. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
400	Stanislaw	Stacy	Educational Services	Teacher	Stipend	Approve stipend of \$600 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
395	TBD		IIS	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work as Robot Nation Competition Committee Member. Budget #0140955109-1101	08/12/19-05/29/20
394	TBD		IIS	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work in eSports. Budget #0140955109-1101	08/12/19-05/29/20
392	TBD		IIS	Teacher	Stipend	Approve stipend of \$750 for certificated employee to work as Robot Nation Coach. Budget #0140955109-1101	08/12/19-05/29/20
391	TBD		IIS	Teacher	Stipend	Approve stipend of \$750 to work as Robot Nation Coach. Budget #0140955109-101	08/12/19-05/29/20
397	TBD		IIS	Teacher	Stipend	Approve stipend of \$133 for certificated employee to work FSD Passion Agents Site Coordinator. Budget #0140955109-1101	08/12/19-05/29/20
396	TBD		IIS	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work as FSD Fest Committee Member. Budget #0140955109-1101	08/12/19-05/29/20
394	TBD		IIS	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work eSports Coach. Budget #0140955109-1101	08/12/19-05/29/20
411	Vela	Danielle	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Hermosa. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
411	Vidales	Mucio	Educational Services	Teacher	Stipend	Approve stipend of \$4,500 for certificated employee to work as Speech & Debate Teacher Coach at Nicolas. Stipend will be paid at the end of May 2020. Budget #0130252101-1101	08/19/19-05/29/20
400	Wilson	Cindy	Educational Services	Teacher	Stipend	Approve stipend of \$600 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
400	Zinnel	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$600 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
401	Pepin	Melissa	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20
401	Silva	Yvonne	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to work as STAGE program. Budget #0131655109-1101	08/29/19-05/29/20

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: October 15, 2019

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Justrade, Inc.	Community Partner(s)	Monetary Donation	Donation	\$25.00
Acacia	TFI TRANS Inc.	Parent	Monetary Donation	Donation	\$200.00
Fern Drive	Fern Drive Techknowledgy Foundation	PTA	Monetary Donation	iPads for students	\$3,000.00
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Various fundraisers for 6th Grade camp	\$3,990.14
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary Donation	Enrichment Funds	\$27,893.80
Laguna Road	Laguna Road Support Our School Foundation	PTA	Monetary Donation	Donation for iPads and cases for grades K-3	\$32,970.24
Maple	Cantrell Photography	Community Partner(s)	Monetary Donation	Donation	\$222.00
Maple	Dollar General Literacy Foundation	Community Partner(s)	Monetary Donation	Donation for school library	\$2,000.00
Maple	Soroptimist International of Fullerton	Community Partner(s)	Monetary Donation	Mustang Ladies	\$1,500.00
Orangethorpe	Fullerton Family and Friends	Community Partner(s)	Monetary Donation	Student programs, materials, and supplies	\$1,000.00
Orangethorpe	Orangethorpe PTA	PTA	Monetary Donation	PBIS program	\$250.00
Parks Jr. High	Reyes Coca Cola Bottling	Community Partner(s)	Monetary Donation	School wide donation	\$31.24
Raymond	Soroptimist International of Fullerton	Community Partner(s)	Monetary Donation	Lady Leaders of Raymond	\$1,500.00
Sunset Lane	Seung Y. Kim	Parent	Monetary Donation	Speech and debate	\$300.00
Sunset Lane	Younshin Oh	Parent	Monetary Donation	Speech and debate	\$300.00
Superintendent's Office	School's First Federal Credit Union - Mr. Bill Cheney	Community Partner(s)	Monetary Donation	Districtwide Functions	\$5,000.00
Superintendent's Office	The Bowery-Larry Houser	Community Partner(s)	27 Extra Large Pizzas	FSD Community Block Party for Area 5	
Valencia Park	Erika Solorzano	Parent	Monetary Donation	Being Polite Campaign	\$200.00

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0017 THROUGH N22C0024, N22D0125 THROUGH N22D0158, N22E0030 THROUGH N22E0048, N22M0138 THROUGH N22M0149, N22R0357 THROUGH N22R0443, N22S0005, N22T0016 THROUGH N22T0016 THROUGH N22T0017, N22V0051 THROUGH N22V0063, N22X0332 THROUGH N22X0349 FOR THE 2019/2020 SCHOOL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered N22C0017 through N22C0024, N22D0125 through N22D0158, N22E0030 through N22E0048, N22M0138 through N22M0149, N22R0357 through N22R0443, N22S0005, N22T0016 through N22T0016 through N22T0017, N22V0051 through N22V0063, N22X0332 through N22X0349 for the 2019/2020 school year.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0017	ATKINSON ANDELSON LOYA RUDD RO	195.00	195.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
N22C0018	ORANGE CNTY DEPARTMENT OF EDUC	95.00	95.00	0121222101 5210	Title I Pacific Drive Instr / Conferences and Meetings
N22C0019	FORECAST 5 ANALYTICS INC.	299.00	299.00	0153750799 5210	Business Administration DC / Conferences and Meetings
N22C0020	DOWNEY UNIFIED SCHOOL DISTRICT	300.00	300.00	0121225101 5210	Title I Richman Instruction / Conferences and Meetings
N22C0021	ORANGE CNTY DEPARTMENT OF EDUC	390.00	390.00	0140155239 5210	Curriculum Development Discret / Conferences and
N22C0022	CALIFORNIA ASSN OF SCHOOL TRAN	630.00	630.00	0156556369 5210	Home to Sch Transportation DC / Conferences and
N22C0023	ORANGE CNTY DEPARTMENT OF EDUC	160.00	160.00	0121252771 5210	Title I District Admin / Conferences and Meetings
N22C0024	SOCIAL THINKING	971.96	971.96	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22D0125	EAGLE COMMUNICATIONS	131.38	131.38	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22D0126	ROGUE FITNESS	3,361.15	1,680.57 1,680.58	0130220101 4310 0130220101 6410	LCFF Supplemental Inst Nicolas / Materials and Supplies LCFF Supplemental Inst Nicolas / New Equip Less Than
N22D0127	EAGLE COMMUNICATIONS	131.38	131.38	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22D0128	SPELLINGCITY.COM INC	769.50	769.50	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0129	SCHOOL SPECIALTY	103.78	103.78	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0130	REALLY GOOD STUFF	95.87	95.87	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0131	SHERMAN GARNETT AND ASSOCIATES	53.88	53.88	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
N22D0132	AMAZON.COM	564.38	564.38	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0133	EAGLE COMMUNICATIONS	4,176.44	2,000.00 2,176.44	0130420109 6410 0130420279 4350	LCFF Base Instruction Nicolas / New Equip Less Than LCFF Base Admin Nicolas / Materials and Supplies Office
N22D0134	SCHOLASTIC INC	94.08	94.08	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22D0135	MOUNTAIN MATH	723.73	723.73	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
N22D0136	ORIENTAL TRADING COMPANY	177.72	177.72	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22D0137	WESTERN GRAPHIX	148.99	148.99	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22D0138	AMAZON.COM	61.29	61.29	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr

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N22D0140	CULVER NEWLIN INC	1,519.28	1,519.28	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0141	HEINEMANN PUBLISHING	724.16	724.16	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22D0142	OMNICHEER	290.81	290.81	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0143	AMAZON.COM	891.13	891.13	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
N22D0144	HEINEMANN PUBLISHING	553.37	553.37	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22D0145	SCHOOL HEALTH CORPORATION	152.90	152.90	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22D0146	ORIENTAL TRADING COMPANY	87.60	87.60	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22D0147	NASCO	758.39	758.39	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies
N22D0148	LEARNING A TO Z	498.23	498.23	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22D0149	COASTAL ENTERPRISES	2,055.87	2,055.87	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0150	IMAGINATION MACHINE, THE	1,200.00	1,200.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0151	CURRICULUM ASSOCIATES LLC	732.88	732.88	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0152	SHOWBIE	500.00	500.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0153	IXL MEMBERSHIP SERVICES	3,825.00	3,825.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0154	WHITE RHINO PROMOTIONAL SOLUTI	1,864.40	1,864.40	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0155	WHITE RHINO PROMOTIONAL SOLUTI	565.69	565.69	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0156	WHITE RHINO PROMOTIONAL SOLUTI	199.34	199.34	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0157	SCHOLASTIC MAGAZINES	649.98	649.98	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0158	SCHOOL SPECIALTY	1,056.22	1,056.22	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
N22E0030	FONSECA, JUAN	67.59	67.59	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0031	GOODRICH, JODY	96.26	96.26	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
N22E0032	HOA, JAMES	103.39	103.39	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22E0033	KHAN, ARSHIYA	115.73	115.73	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0034	DELVA, JAMES	147.42	147.42	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr

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N22E0035	CARDENAS, VALERIE	770.05	770.05	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr
N22E0036	LLOYD DAVIES, WENDY	25.86	25.86	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0037	GLEASON, AARON	9.98	9.98	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0038	COLEMAN, CRYSTAL	138.43	138.43	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0039	KOJIMA, DEBRA	32.50	32.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0040	ANDERSON, TRACEY	1,000.18	1,000.18	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0041	CHAVEZ, CLAUDIA	500.00	500.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0042	COCKERILL, HEIDI ANN	32.87	32.87	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0043	CURLEY, CAROLE ANN	113.51	113.51	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0044	CHOI, CONNIE	215.25	215.25	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0045	ZAMANI, CHELZE	23.03	23.03	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0046	SPENCER, KRISTINE	820.63	820.63	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0047	JONES, MARGARET JILLIAN	249.23	249.23	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0048	GARCIA, EVELYN	565.18	565.18	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22M0138	COUNTY OF ORANGE	2,397.00	2,397.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0139	NEXT LEVEL ELEVATOR	11,840.00	11,840.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0140	CHARLES G HARDY INC	3,634.37	3,634.37	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0141	ADVANCED TILE RESTORATION	3,640.00	3,640.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0142	MONTGOMERY HARDWARE COMPANY	3,491.10	3,491.10	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0143	TOTAL CONCEPT SALES INC.	2,541.20	2,541.20	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0144	SIGN A RAMA	776.14	776.14	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0145	GEARY PACIFIC SUPPLY	150.00	150.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
N22M0146	DEPT OF INDUSTRIAL RELATIONS	875.00	875.00	0153353819 5899	Plant Maintenance DC / Other Expenses
N22M0147	B AND M LAWN GARDEN	3,178.63	3,178.63	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs

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N22M0148	OLIVE MILL MANUFACTURING INC	2,586.00	2,586.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0149	STARTECHTEL.COM INC	637.06	637.06	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
N22R0357	AMAZON.COM	51.66	51.66	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0358	OFFICE DEPOT BUSINESS SERVICE	334.32	334.32	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0359	MOMENTUM IN TEACHING LLC	3,200.00	3,200.00	0140155239 5805	Curriculum Development Discret / Consultants
N22R0360	MOMENTUM IN TEACHING LLC	1,600.00	1,600.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0361	COLLABORATIVE LEARNING SOLUTIO	3,000.00	3,000.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0362	MIND INSTITUTE	3,499.00	3,499.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0363	AEROMARK	16.16	16.16	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0364	RETHINK AUTISM INC	3,775.00	3,775.00	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
N22R0365	PRISMATIC MAGIC LLC	1,049.00	1,049.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22R0366	ONEOC	6,500.00	6,500.00	0121224101 5805	Title I Raymond Instruction / Consultants
N22R0367	COASTAL ENTERPRISES	1,815.38	1,815.38	0111630101 4310	Donation Discretionary Fislser / Materials and Supplies Instr
N22R0368	AMAZON.COM	129.27	129.27	0139155333 4350	St Jude PBIS Grant Social Svcs / Materials and Supplies
N22R0369	AMAZON.COM	193.91	193.91	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0370	FULLERTON COLLABORATIVE	1,000.00	1,000.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
N22R0371	AMAZON.COM	75.25	75.25	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0372	AMAZON.COM	115.17	115.17	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22R0373	AMAZON.COM	22.62	22.62	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0374	VIRCO MANUFACTURING	149.54	149.54	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0375	AMAZON.COM	51.70	51.70	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0376	AMAZON.COM	153.96	153.96	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0377	COMMITTEE FOR CHILDREN	989.15	989.15	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst
N22R0378	CURRICULUM ASSOCIATES LLC	4,958.80	4,958.80	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies

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N22R0379	KAYE PRODUCTS INC	644.46	644.46	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0380	MARZANO RESOURCES LLC	3,000.00	3,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22R0381	AMAZON.COM	370.98	370.98	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0382	APPLE COMPUTER INC	294.85	294.85	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0383	ASSOC OF CA SCHOOL ADMINISTRAT	660.00	660.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0384	ASSOC OF CA SCHOOL ADMINISTRAT	1,857.40	1,857.40	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0385	ROTARY CLUB OF FULLERTON	1,800.00	1,800.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0386	SATELLITE PHONE STORE	879.57	879.57	8152451741 5900	Property and Liability / Communications
N22R0387	AMAZON.COM	1,156.32	1,156.32	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0388	SUPPLY MASTER	105.60	105.60	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0389	IMAGINAVI INC	911.30	911.30	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0390	AMAZON.COM	148.49	148.49	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22R0391	APPLE COMPUTER INC	160.55	160.55	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22R0392	PEARSON ASSESSMENT INC	1,190.64	1,190.64	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0393	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0394	AMAZON.COM	106.02	106.02	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22R0395	TANAKA FARMS LLC	1,335.00	1,335.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0396	LONG BEACH AQUARIUM OF THE PAC	805.00	805.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0397	MARZANO RESOURCES LLC	1,650.00	1,650.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0398	AEROMARK	788.09	788.09	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0399	MARCIA BRENNER ASSOCIATE LLC	10,729.00	10,729.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0400	RESILIENT COMMUNICATIONS INC	10,000.00	10,000.00	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22R0401	AMAZON.COM	48.44	48.44	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0402	OFFICE DEPOT BUSINESS SERVICE	103.67	103.67	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr

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N22R0403	PRO ED	610.95	610.95	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22R0404	RIVERSIDE ASSESSMENTS LLC	3,096.48	3,096.48	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
N22R0405	RUG-ED PRODUCTS INC	517.20	517.20	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0406	AMAZON.COM	1,035.37	1,035.37	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0407	AMAZON.COM	86.46	86.46	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22R0408	ED CONSULTING CSC	9,000.00	9,000.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0409	IMAGESTUFF.COM	320.38	320.38	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0410	PROJECT LEAD THE WAY	2,407.42	2,407.42	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0411	OC UNITED TOGETHER	750.00	750.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22R0412	AMAZON.COM	1,109.34	1,109.34	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0413	AMAZON.COM	1,257.66	1,257.66	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0414	EAGLE COMMUNICATIONS	1,703.58	1,703.58	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0415	LEARNING WITHOUT TEARS	2,595.79	2,595.79	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0416	ESPECIAL NEEDS	450.32	450.32	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0417	GREAT BOOKS FOUNDATION, THE	2,750.00	2,750.00	0135555103 5210	BTSA Instruction / Conferences and Meetings
N22R0418	LEARNING A TO Z	1,199.40	1,199.40	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
N22R0419	SCHOOL HEALTH CORPORATION	578.91	578.91	0130425279 4350	LCFF Base Admin Richman / Materials and Supplies
N22R0420	AMY'S FARM	910.00	910.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0421	DISCOUNT SCHOOL SUPPLY	552.15	552.15	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0422	AMAZON.COM	157.26	157.26	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0423	KIEFER SPECIALTY FLOORING INC	865.19	865.19	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0424	AMAZON.COM	1,328.13	1,328.13	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0425	APPLE COMPUTER INC	18,765.75	17,518.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			1,247.75	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000

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N22R0426	APPLE COMPUTER INC	2,299.99	2,299.99	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22R0427	AMAZON.COM	1,306.94	1,306.94	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0428	AMAZON.COM	4,922.98	4,922.98	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0429	AMAZON.COM	5,561.40	5,561.40	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0430	DICK BLICK ART MATERIALS	2,528.94	2,528.94	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0431	AMAZON.COM	3,757.10	3,757.10	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0432	AMAZON.COM	962.86	962.86	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0433	BARNES AND NOBLE INC	230.73	230.73	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0434	AMAZON.COM	23.41	23.41	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R0435	AMAZON.COM	16.15	16.15	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0436	AMAZON.COM	137.34	137.34	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0437	COMMITTEE FOR CHILDREN	19,865.73	19,865.73	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0438	COMMITTEE FOR CHILDREN	1,933.04	1,933.04	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0439	NASCO	221.37	221.37	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0440	AMAZON.COM	371.49	371.49	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0441	GST INC	29,912.49	29,912.49	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0442	MISSION SAN JUAN CAPISTRANO	1,560.00	1,560.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0443	GUIDED DISCOVERIES INC.	3,080.00	3,080.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
N22S0005	SPICERS PAPER	25,457.17	25,457.17	0100000000 9320	Unrestricted / Stores
N22T0016	A-Z BUS SALES	1,589.81	1,589.81	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0017	A-Z BUS SALES	1,203.48	1,203.48	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0051	APPLE COMPUTER INC	1,108.76	425.62	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
			683.14	0130417109 6410	LCFF Base Instr Ladera Vista / New Equip Less Than
N22V0052	CULVER NEWLIN INC	6,122.47	5,263.59	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0052	*** CONTINUED ***				
			858.88	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0053	CDW.G	871.38	119.46	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			751.92	0141655101 6410	Fine Arts Donations Instr / New Equip Less Than \$10,000
N22V0054	REHABMART.COM	4,839.61	4,839.61	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0055	LAKESHORE LEARNING	1,175.95	1,175.95	0130222101 6410	LCFF Suppl Instr Pacific Drive / New Equip Less Than
N22V0056	CDW.G	4,318.62	74.35	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			4,244.27	0130424109 6410	LCFF Base Instruction Raymond / New Equip Less Than
N22V0057	PLUMBING AND INDUSTRIAL SUPPLY	1,418.47	1,418.47	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0058	PLUMBING AND INDUSTRIAL SUPPLY	34,135.20	34,135.20	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0059	NET WORLD SPORTS LTD	6,798.97	6,798.97	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0060	CDW.G	1,495.01	1,495.01	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0061	MCDONNELL AND CO INT'L INC	19,105.50	1,650.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			17,455.50	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0062	MUSIC AND ARTS CENTER	30,540.91	19,117.86	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			11,423.05	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0063	DICK BLICK ART MATERIALS	3,253.83	3,253.83	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0332	ANDERSON, VERONICA	9,075.00	9,075.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0333	ORR, THERESA	7,875.00	7,875.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0334	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
N22X0335	BEST BEST AND KRIEGER LLP	60,000.00	60,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
N22X0336	THERAPYTRAVELERS	50,000.00	50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0337	VERIZON WIRELESS	2,600.00	2,600.00	0152055779 5900	Education Services Discret / Communications
N22X0338	PEPPER MUSIC, J W	500.00	500.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22X0339	KNOWLEDGE SAVES LIVES INC	32,970.00	32,970.00	8152451741 5800	Property and Liability / Other Contracted Services

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2019**

FROM 09/06/2019 TO 09/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0340	RETURN TO WORK PARTNERS INC	20,000.00	20,000.00	0152451749 5805	Employee Benefits Discr / Consultants
N22X0341	RUEDAS, DIANA	14,500.00	14,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0342	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0343	COSTCO WHOLESALE	1,000.00	1,000.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
N22X0344	ADAMSON, GREG	4,375.00	4,375.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0345	WATTS, LAWRENCE J	15,036.00	15,036.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0346	GARZA, SAMUEL R.	3,500.00	3,500.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0347	AMERICAN RED CROSS	2,000.00	2,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0348	AARDVARK CLAY AND SUPPLIES	2,000.00	2,000.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22X0349	WILSON, CYNTHIA ANN	5,250.00	5,250.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
	Fund 01 Total:	628,058.33			
	Fund 12 Total:	2,491.58			
	Fund 81 Total:	33,849.57			
	Total Amount of Purchase Orders:	664,399.48			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 10/15/2019

The following PO was printed out of sequence and will appear in the next reporting period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22D0139	Renaissance Learning	\$4500.00	\$4500.00	01812111014310	Instr Mat Lottery Beechwood In Materials and Supplies Instr

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220158 THROUGH 220198 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 06, 2019 through September 26, 2019 contains purchase orders numbered 220158 through 220198 for the 2019/2020 school year totaling \$389,346.07.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220158 through 220198 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	220176	9/13/2019	9/13/2019	9/19/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	10001	Bagel, Assrtd #BBGASST-BS-24TS 24/1.5oz./cs	\$9.8000	\$58.80	
3	case	10022	Brownie, Chocolate BN023-24 24 ct.	\$15.6200	\$46.86	
3	case	10005	Scone, Assrtd #BRBSCOASST-PET-24TS 24/case	\$10.9200	\$32.76	
2	tr	10031	Tea Bread Assrt, Petite/35 Sealed	\$20.6800	\$41.36	
4	tray	10032	Muffin, BananaNut,Mini, 1oz/54	\$24.4700	\$97.88	
4	tray	10033	Muffin, Blueberry, Mini, 1oz/54	\$24.4700	\$97.88	
4	tray	10034	Muffin, Dble Chocolate, Mini 1oz/54	\$24.4700	\$97.88	
5	case	10035	Danish, MiniRound Asst. 1.25oz/36	\$16.9200	\$84.60	
Sales Tax:						\$0.00
P.O. Total:						\$558.02
Vendor Total:						\$558.02

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
G. A. Systems, Inc.	220191	9/23/2019	9/23/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	RSI Refrigerated snap in box	\$1,200.0000	\$1,200.00	
Sales Tax:						\$0.00
P.O. Total:						\$1,200.00
Vendor Total:						\$1,200.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Fullerton School District	220180	9/15/2019	9/15/2019	8/31/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Actual Payroll 1B per August Bitech Report	\$91,003.6300	\$91,003.63	
1	ea	2	Actual Dist. Exp. per August Bitech Report	\$2,497.3500	\$2,497.35	
Sales Tax:						\$0.00
P.O. Total:						\$93,500.98

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Fullerton School District	220181	9/15/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Esitmated Payroll per September Bitch	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per Sept. Bitech	\$20,000.0000	\$20,000.00	
Sales Tax:						\$0.00
P.O. Total:						\$220,000.00
Vendor Total:						\$313,500.98

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220159	9/6/2019	9/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	cs	1	51%WW Dinner Roll GSF# 102268 72/1.75oz.	\$14.3000	\$85.80	
Sales Tax:						\$0.00
P.O. Total:						\$85.80

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220160	9/6/2019	10/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$75.1400	\$1,502.80	
12	case	8021	Chips, Tortilla GS#208220 80/cs	\$19.1200	\$229.44	
7	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$62.1400	\$434.98	

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220160	9/6/2019	10/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$146.7600	\$587.04
6	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$337.74
					Sales Tax:	\$0.00
					P.O. Total:	\$3,092.00
Gold Star Foods Inc.	220161	9/6/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	3011	Cereal, Rice Chex GS#203127 96/case		\$23.3600	\$140.16
					Sales Tax:	\$0.00
					P.O. Total:	\$140.16
Gold Star Foods Inc.	220164	9/9/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220165	9/9/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
45	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$1,051.20
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$23.3600	\$1,261.44
					Sales Tax:	\$0.00
					P.O. Total:	\$2,312.64
Gold Star Foods Inc.	220167	9/10/2019	9/24/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	bag	5105	Rice, White, Parboiled LG GS#101936 25#/bag		\$10.7600	\$538.00
					Sales Tax:	\$0.00
					P.O. Total:	\$538.00
Gold Star Foods Inc.	220168	9/10/2019	9/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$58.5500	\$2,927.50
					Sales Tax:	\$0.00
					P.O. Total:	\$2,927.50
Gold Star Foods Inc.	220169	9/11/2019	9/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	cs	1	Pork Carnitas CMDY 4/5LB cs GS#405857		\$44.6600	\$1,071.84
					Sales Tax:	\$0.00
					P.O. Total:	\$1,071.84
Gold Star Foods Inc.	220171	9/12/2019	9/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.		\$15.3500	\$153.50
150	case	3105	Milk White,LowFat, GS#203000 27/8oz/case		\$9.1200	\$1,368.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,521.50
Gold Star Foods Inc.	220174	9/13/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	4302	Mustard, GS#201872, Heinz 500/5.5g		\$8.0800	\$80.80
					Sales Tax:	\$0.00
					P.O. Total:	\$80.80

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220175	9/13/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
28	cs	1	Cinnamon Swirl 72/2oz 51 WW		\$34.9600	\$978.88
					Sales Tax:	\$0.00
					P.O. Total:	\$978.88
Gold Star Foods Inc.	220177	9/13/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	4344	Dressing, Italian, Lite GS#201312 4 gal./case		\$28.5300	\$114.12
					Sales Tax:	\$0.00
					P.O. Total:	\$114.12
Gold Star Foods Inc.	220178	9/13/2019	9/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
32	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$46.2600	\$1,480.32
30	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#		\$18.0200	\$540.60
20	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$39.5900	\$791.80
77	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$36.0800	\$2,778.16
15	case	30326	Breadstick, Garlic GS#134819 320/case		\$36.2900	\$544.35
					Sales Tax:	\$0.00
					P.O. Total:	\$6,135.23
Gold Star Foods Inc.	220179	9/13/2019	10/5/2019	10/4/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
12	case	8021	Chips, Tortilla GS#208220 80/cs		\$19.1200	\$229.44
7	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$62.1400	\$434.98
5	case	12002	Seeds,HoneyRoasted w/ Cranberries GS#138763 200/cs		\$90.9500	\$454.75
6	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$337.74
					Sales Tax:	\$0.00
					P.O. Total:	\$2,959.51
Gold Star Foods Inc.	220183	9/17/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	each	4009	Cilantro, Dried 4oz GS#209661		\$5.1800	\$155.40
					Sales Tax:	\$0.00
					P.O. Total:	\$155.40
Gold Star Foods Inc.	220186	9/20/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$39.1400	\$2,348.40
					Sales Tax:	\$0.00
					P.O. Total:	\$2,348.40
Gold Star Foods Inc.	220187	9/20/2019	9/27/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	30107	Cream Cheese, Cup 100/1oz GS#300211		\$16.2500	\$65.00
					Sales Tax:	\$0.00
					P.O. Total:	\$65.00
Gold Star Foods Inc.	220188	9/20/2019	10/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz		\$31.8100	\$763.44
					Sales Tax:	\$0.00
					P.O. Total:	\$763.44

Purchase Orders - Detail

Fullerton School District

9/30/2019 9:25:20 AM

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220189	9/20/2019	10/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
59	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,528.15	
20	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$791.80	
31	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8000	\$1,605.80	
62	case	30334	Pancake, WG, Bulk GS#102802 12/12ct	\$25.1300	\$1,558.06	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$536.80	
8	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$37.8800	\$303.04	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,323.65
Gold Star Foods Inc.	220190	9/20/2019	10/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz	\$17.4700	\$122.29	
5	case	12201	Sunbutter Cup, GS#208125 200/cs	\$58.3500	\$291.75	
7	case	12003	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$241.78	
4	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$52.4400	\$209.76	
4	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$126.1800	\$504.72	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,370.30
Gold Star Foods Inc.	220192	9/23/2019	10/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	1	Chicken Base LS (No MSG) GS# 305609 4/5LB	\$154.8400	\$309.68	
5	cs	2	Vegetable Oil GS# 210233 6/1GAL	\$38.4400	\$192.20	
1	cs	3	Milk, Dry NF Instant Crystals GS#203340 6/5LB	\$150.7100	\$150.71	
8	bg	4	Sugar, Granulated GS# 210297 25LB	\$16.1500	\$129.20	
1	cs	5	Cocoa Powder, Sunrise Dutch GS# 240249 1/25LB	\$118.9100	\$118.91	
4	cs	6	Soy Sauce GS # 209523 4/1GAL	\$55.2200	\$220.88	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,121.58
Gold Star Foods Inc.	220194	9/24/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
11	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$443.52	
					Sales Tax:	\$0.00
					P.O. Total:	\$443.52
Gold Star Foods Inc.	220195	9/25/2019	10/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	57201	Pork, TexasWstrn GS#405721 4/5#/case	\$39.0000	\$78.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$78.00
Gold Star Foods Inc.	220196	9/25/2019	10/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.	\$64.8500	\$518.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$518.80
Gold Star Foods Inc.	220198	9/26/2019	10/29/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
39	cs	1	WG PUMPKIN IW COOKIE GS#100200 150/10oz	\$44.1200	\$1,720.68	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,720.68

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$38,187.85
<hr/>						
P & R Paper Supply Company, Inc.	220158	9/6/2019	9/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$161.60
15	case	80010	Gloves,Disp Latex (M)#NET-754432 10 /100/case		\$32.0500	\$480.75
Sales Tax:						\$49.78
P.O. Total:						\$692.13
<hr/>						
P & R Paper Supply Company, Inc.	220162	9/9/2019	9/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT		\$31.7500	\$31.75
Sales Tax:						\$2.46
P.O. Total:						\$34.21
<hr/>						
P & R Paper Supply Company, Inc.	220172	9/12/2019	9/18/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS		\$49.8500	\$299.10
2	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case		\$25.0600	\$50.12
Sales Tax:						\$0.00
P.O. Total:						\$349.22
<hr/>						
P & R Paper Supply Company, Inc.	220173	9/12/2019	9/18/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	84314	Cup, 7 oz Clear FINE LINE 407 20/25/cs		\$41.6600	\$124.98
Sales Tax:						\$0.00
P.O. Total:						\$124.98
<hr/>						
P & R Paper Supply Company, Inc.	220185	9/20/2019	9/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
11	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case		\$10.0000	\$110.00
6	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$239.40
Sales Tax:						\$18.55
P.O. Total:						\$367.95
<hr/>						
P & R Paper Supply Company, Inc.	220197	9/26/2019	10/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	80011	Hairnets, Brown string C-HN-BN24 10/100/case		\$85.0000	\$255.00
Sales Tax:						\$19.76
P.O. Total:						\$274.76
<hr/>						
Vendor Total:						\$1,843.25
<hr/>						
Chefs' Toys	220182	9/17/2019	9/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	ea	1	Plastic Food Pan, Cambro# 14CW110		\$10.2800	\$616.80
1	ea	1	Shipping Charge		\$60.0000	\$60.00
Sales Tax:						\$47.80
P.O. Total:						\$724.60
<hr/>						
Chefs' Toys	220184	9/19/2019	9/19/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost

Purchase Orders - Detail

9/30/2019 9:25:20 AM

Fullerton School District

Show all data where the Order Date is between 9/6/2019 and 9/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Chefs' Toys	220184	9/19/2019	9/19/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	ea	CRESC 208-1	Refrigerator/Freezer Rack, Roll-In	\$1,251.0000	\$7,506.00		
1	ea	CHEFS' TOYS	Chefs' Toys Services	\$100.0000	\$100.00		
			Sales Tax:		\$589.47		
			P.O. Total:		\$8,195.47		
			Vendor Total:		\$8,920.07		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
ProGuard Service and Solutions	220163	9/9/2019	9/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	70035	Sanitizer Low Temp 5 gal., #8000016	\$36.8800	\$73.76		
2	case	70023	Rinse Additive Low Temp 5gal #8000409	\$109.8400	\$219.68		
2	case	70024	Delimer 4/1 gal. #8000008	\$77.9200	\$155.84		
2	case	70025	Detergent Metal Safe 4x8 capsules, #8000027	\$144.6800	\$289.36		
			Sales Tax:		\$57.26		
			P.O. Total:		\$795.90		
			Vendor Total:		\$795.90		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Nutrition Concepts	220193	9/23/2019	9/25/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	ea	1	Safety and Sanitation Managers Test	\$115.0000	\$3,450.00		
			Sales Tax:		\$0.00		
			P.O. Total:		\$3,450.00		
			Vendor Total:		\$3,450.00		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
FSD- Child Development	220166	9/10/2019	9/10/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Reimbursement for Child Dev. MSB Payments	\$20,566.7500	\$20,566.75		
			Sales Tax:		\$0.00		
			P.O. Total:		\$20,566.75		
			Vendor Total:		\$20,566.75		

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Frontline Sensors & Systems Inc.	220170	9/12/2019	9/12/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	ea	1	Badger M25 Nutating Disk Meter, Model RCDL	\$150.0000	\$300.00		
			Sales Tax:		\$23.25		
			P.O. Total:		\$323.25		
			Vendor Total:		\$323.25		

GRAND TOTAL \$389,346.07

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 124115 THROUGH 124494 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 124115 through 124494 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$2,750,361.07
12 Child Development	18,231.70
14 Deferred Maintenance	14,504.44
25 Capital Facilities	323,274.44
40 Special Reserve	6,350.14
68 Workers' Compensation	63,289.43
81 Property / Liability Insurance	11,479.24
Total	\$3,187,490.46

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$3,187,490.46 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 124115 through 124494 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13868 THROUGH 13891 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13868 through 13891 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$39,657.41, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13868 through 13891 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE THE AGREEMENT FOR ARCHITECTURAL SERVICES WITH ARCHITECT 9, LLLP THROUGH THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS**

Background: The District plans to enter into various construction projects. The services of a licensed architect are necessary to plan projects, prepare schematics and renderings, project budgets, schedules, bid documents, specifications, architectural plans, and also including the interface with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction projects. The staff has determined that it is in the best interest of the District to enter into an agreement with Architect 9, LLLP, through the 19/20 and 20/21 Fiscal Years.

Rationale: District staff recommends entering into an agreement with Architecture 9, LLLP, for these services. Architecture 9 is a full-service architectural firm specializing in public works.

Funding: Services will be utilized on an as-needed basis. The projected cost of project services will need to be approved in advance by the Assistant Superintendent of Business Services. The approval will take place prior to the commencement of work. Costs are set at professional hourly rates as detailed in Exhibit A. Costs will be paid from various District funds.

Recommendation: Approve the agreement for architectural services with Architect 9, LLLP through the 2019/2020 and 2020/2021 Fiscal School years.

RC:SS:ys
Attachment

EXHIBIT A

Architecture Hourly Rates: September 2019

Position	Hourly Rate
Architect	\$165
Project Manager/Scheduler	\$140
Senior Project Manager	\$140
Architectural Illustrator	\$140
Project Support Staff	\$140
CAD/BIM/Revit Operator	\$90
Designer	\$150
Information Coordinator	\$110
Administration	\$110

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and Architecture 9, LLLP, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide the services of a licensed architect for the planning of projects, will prepare schematics and renderings, project budgets, schedules, bid documents, specifications, architectural plans, also including the interface with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **October 15, 2019** and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **hourly rates as set forth in Exhibit A**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A (or N/A).

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Architecture 9, LLLP
P.O. Box 14087
Tulsa, OK 74159

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 15^H DAY OF **October** 2019.

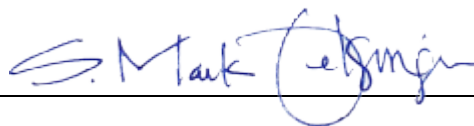
FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

By:



On File

Taxpayer Identification Number

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Assistant Superintendent, Business Services

SUBJECT: **APPROVE TWO-YEAR CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BLACKBOARD INC., FOR ADDITIONAL SERVICES ON BLACKBOARD MOBILE COMMUNICATIONS APP, EFFECTIVE NOVEMBER 1, 2019, THROUGH JUNE 30, 2021**

Background: The Board previously agreed to a contract on May 8, 2018 between Fullerton School District and Blackboard Inc. The contract included an integrated mobile app. The District has a need to increase the number of characters allowed in mass notification text message. The District will add this to their current contract effective November 1, 2019, through June 30, 2021.

Rationale: The Blackboard Inc., notification system provides web-based communications with all District contacts and parents concerning student absences, important dates, changes in schedules, and most importantly, information about emergency situations. This will provide the text messages more characters and the District will be able to communicate more complete information.

Funding: The total additional cost of the two-year contract for Blackboard Inc., services is \$2,810.49 from the General Fund (CC529).

Recommendation: Approve two-year contract between Fullerton School District and Blackboard Inc., for additional services on Blackboard mobile communications app, effective November 1, 2019, through June 30, 2021.

RC:yd
Attachment

VOID IF EXECUTED AFTER: October 30, 2019
CUSTOMER: Fullerton School District

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Fullerton School District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 01-Jul-2020 -- 30-Jun-2021 (USD)
13000	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+	01-Nov-2019 - 30-Jun-2020	\$1,120.49	\$1,690.00
			Total	\$1,120.49	\$1,690.00

B. Terms

- The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: November 01, 2019

C. Payment Terms


1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

In Process

Sales Approved: Chris Prince
Initial: 

Customer: Fullerton School District
Signature:
Name:
Title:
Date:

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: October 01, 2019

In Process

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below and attach or send PO to Operations@blackboard.com

PO Number: PO Amount:

Attach PO (Optional): Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

- | | |
|----------|--------|
| 1. Name: | Email: |
| 2. Name: | Email: |
| 3. Name: | Email: |

In Process

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1125 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1125 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,218.76
	Total	<u>\$2,218.76</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,218.76 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1125 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1207 THROUGH 1208 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1207 through 1208 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$7,425.14
	Total	<u>\$7,425.14</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$7,425.14 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1207 through 1208 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Lee, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on October 21, 2019.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

RL:jb
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 10/15/19**

LEGEND

Acronym	Definition
ASP	After-School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 10/21/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:11/12/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Johnson	Jessica	Instructional Assistant/Reg-SUB	Add Instructional Assistant/Reg-SUB classification	8/19/19	99	0.00	100	B11/1
Velazquez	Maria	Instructional Assistant/Reg-SUB	Add Instructional Assistant/Reg-SUB classification	9/26/19	24	6.67/wk	100	B11/1
Winder	Vanessa	Instructional Assistant/SE I-SUB	Assistant/SE I-SUB classification and remove Senior Secretary-SUB	9/3/19	99	0.00	100	B11/1
Ramos	Jessica	Instructional Assistant/Reg-SUB	Assistant/Regular classificaion. Currently Playground Sup. SUB	9/16/19	99	0.00	100	B11/1
Leyva	Stormy	Instructional Assistant/SE I-SUB	Extra summer work 16 hours	8/8/19	54	0.00	121	B14/1
Aguayo	Elizabeth	Social Service Assistant	Extra summer work 37.25/hours	6/3/19	24	19.00/wk	212	B17/2
Khamis	Nahida	Instructional Assistant/SE I	Extra summer work 6.0/hours	8/8/19	16	6.00	122	B14/6
Sanchez	Jenine T.	Instructional Assistant/SE I	Extra summer work 6.0/hours	8/9/19	16	6.00	122	B14/6
Apodaca	Donna	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	33.10/wk	565	B21/6
Chavira	Frances	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	29.10/wk	565	B21/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Lopez	Noemi	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	25.00/wk	565	B21/6
Morales	Marith	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	26.40/wk	565	B21/4
Santos	Manuel	Bus Driver	Extra summer work NTE 7.0 hours	7/18/19	56	29.90/wk	565	B21/4
Olivares	Jessica	Social Service Assistant	Extra Summer Work-22 hours	6/10/19	20	30.00/wk	304	B17/3
Leyva	Stormy	SDC Mild/Moderate	Hire IA/SE SUB status- B16/1 per Melissa Greenwood	8/12/19	99	0.00	100	B16/1
Contreras	Rocio	After School Program Site Lead	Hire probationary status	9/30/19	60	8.00	329	B18/1
Foti	Megan	After School Program Site Lead	Hire probationary status	9/19/19	60	6.80	329	B18/1
Conlin	Jennifer	Instructional Assistant/SE II B	Hire probationary status	9/30/19	12	6.00	242	B14/1
Laguisan	Malia U.	Instructional Assistant/Rec	Hire probationary status	9/11/19	60	18.50/wk	329	B11/1
Atta	Pamela	Instructional Assistant/Reg	Hire probationary status	9/12/19	21	3.75	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Benatz	Heidi	Instructional Assistant/Reg	Hire probationary status	9/30/19	18	3.75	100	B11/1
Manuel	Dawne	Instructional Assistant/Reg	Hire probationary status	9/9/19	26	3.00	100	B11/1
Schill	Hannah	Instructional Assistant/Reg	Hire probationary status	9/16/19	21	3.75	100	B11/1
Thames	Jessi F.	Instructional Assistant/Reg	Hire probationary status	9/24/19	28	3.75	302	B11/1
Wilder	Pamela	Instructional Assistant/Reg	Hire probationary status	9/12/19	16	3.00	100	B11/1
Hinh	Jazmin	Instructional Assistant/SE I	Hire probationary status	9/23/19	26	3.00	122	B14/1
Kuhn	Heather	Speech and Language Path. Assistant	Hire probationary status	9/23/19	54	6.00	255	B21/1
Kahrhoff	Darcy A.	Registered Associate	Hire regular status	9/13/19	18	6.00	504-75% 302-25%	18.00/hour
Kim	Eunah	Instructional Assistant/Reg-SUB	Hire substitute status. Also add FSA I (B08/1) SUB class	9/24/19	99	0.00	100	B11/1
Garrostieta	Antonio	Custodian I	Hire substitute status	9/19/19	53	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Aldana	Stephanie	Custodian I/SUB	Hire substitute status	9/24/19	53	0.00	542	B17/1
Badillo	Alexander	Custodian I/SUB	Hire substitute status	9/24/19	53	0.00	542	B17/1
Fonseca Manzano	Yesenia	Custodian I/SUB	Hire substitute status	9/30/19	53	0.00	542	B17/1
Lara	Samuel	Custodian I/SUB	Hire substitute status	9/26/19	53	0.00	542	B17/1
Pena	Eric	Custodian I/SUB	Hire substitute status	10/1/19	53	0.00	542	B17/1
Troy	Justin	Custodian I/SUB	Hire substitute status	9/30/19	53	0.00	542	B17/1
Ross	Kamya	Food Service Assistant I-SUB	Hire substitute status	9/9/19	99	0.00	100	B11/1
Rothchell	Ashley	Food Service Assistant I-SUB	Hire substitute status	9/10/19	99	0.00	100	B11/1
Hermosillo	Theresa	Instructional Assistant/Rec- SUB	Hire substitute status	9/5/19	99	0.00	100	B11/1
Payan	Emily	Instructional Assistant/Rec- SUB	Hire substitute status	9/27/19	99	0.00	100	B11/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Torres	Leslie G.	Instructional Assistant/Rec-SUB	Hire substitute status	9/10/19	99	0.00	100	B11/1
Catolico	Jasmine	Instructional Assistant/Reg-SUB	Hire substitute status	9/30/19	99	0.00	100	B11/1
David	Rachel	Instructional Assistant/Reg-SUB	Hire substitute status	9/16/19	99	0.00	100	B11/1
Kim	Jane	Instructional Assistant/Reg-SUB	Hire substitute status	9/18/19	99	0.00	100	B11/1
Pedroza	Raelena	Instructional Assistant/Reg-SUB	Hire substitute status	9/10/19	99	0.00	100	B11/1
Stewart	Mikaila	Instructional Assistant/Reg-SUB	Hire substitute status	9/18/19	99	0.00	100	B11/1
Abou-Saada	Wafa	Instructional Assistant/SE I-SUB	Hire substitute status	9/19/19	99	0.00	121	B11/1
Espinoza Romero	Guadalupe	Instructional Assistant/SE I-SUB	Hire substitute status	9/18/19	99	0.00	121	B14/1
Angulo	Raylene	Mental Health Counseling Specialist-SUB	Hire substitute status	9/9/19	21	24.00 /wk	504	18.00/hour
Lomeli	Frances	Playground Supervisor-SUB	Hire substitute status	9/30/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sanchez Cauja	Rosita Del Rocio	Playground Supervisor-SUB	Hire substitute status	9/19/19	99	0.00	100	B11/1
Balestra	Natalia	Instructional Assistant/Reg- SUB	Hire substitute status. Add IA/SE I-SUB class.	9/30/19	99	0.00	100	B11/1
Dominguez	Elvira	Clerical Assistant I-SUB	Hire substitute status. Also add IA/Reg (B11/1) SUB class.	9/19/19	99	0.00	100	B17/1 B11/1
Ocello	Heather	Clerical Assistant I-SUB	Hire substitute status. Also hiring as IA/Rec, IA/Reg- B11/1	9/18/19	99	0.00	100	B17/1 B11/1
Aguayo	Elizabeth	Social Service Assistant	Increase hours from 16.0 to 19.0/wk	8/12/19	24	3.80	212	B17/2
Pantoja Ledesma	Maria G.	Instructional Assistant/Reg	Increase hours from 19.74 to 19.92	8/12/19	24	4.98	302	B11/5
Caichan Nartea	Pathida	Behavioral Intervention Supervisor	Longevity increase from 2% to 2.5%	10/1/19	54	8.00	504	B12/3
Employee ID	5296		Medical Leave 10/1/19- 11/17/19					
Employee ID	83		Medical Leave 8/13/19- 10/20/19					
Employee ID	4941		Medical Leave 9/23/19- 11/1/19					

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	5973		Medical Leave 9/25/19-1/13/2020					
Employee ID	3784		Medical leave 9/30/19-11/19/19					
Employee ID	2227		Medical leave 9/30/19-12/29/19					
Employee ID	4811		PDL 9/10/19-10/19/19					
Contreras Barron	Andrea F.	Health Assistant/BB	Reinstated	9/12/19	13	3.75	402	B18/3
Katz	Deborah	Instructional Assistant/SE I	Related to class transfer from IA/SE I to IA/SE II A	9/11/19	15	6.00	242	B14/6
Garcia	Christian	Instructional Assistant/Rec	Resignation on probation-will not remain as a SUB	9/20/19	60	19.50/wk	85	B11/1
Laguisan	Malia	Instructional Assistant/Rec	Resignation on Probation-will not remain as a SUB	9/18/19	60	18.50/wk	329	B11/1
Vazquez	Erin	Instructional Assistant/Rec	Resignation on Probation-will not remain as a SUB	9/27/19	10	15.00/wk	100	B11/4
Enriquez	Jessica	Instructional Assistant/Reg	Resignation on probation-will not remain as a SUB	9/20/19	24	3.75	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Hernandez	Aleah	Instructional Assistant/Reg	Resignation on Probation- will not remain as a SUB	9/26/19	20	15.00/wk	383	B11/3
Shaw	Jennifer	Instructional Assistant/SE I	Resignation on Probation- will not remain as a SUB	7/23/19	16	15.00/wk	122	B14/2
Badal	Soria Lana	Playground Supervisor	Resignation will remain as SUB	9/27/19	17	2.00	100	B11/1
Employee ID	3973		Returning to work 9/16/19 without restrictions					
Kingston	Karen	Bus Driver-SUB	Separate NLA	9/24/19	56	28.30/wk	565	B21/6
Contreras	Carolina	Computer Tech I SUB	Separate NLA	9/19/19	59	0.00	302	B30/1
Ortiz	William	Computer Tech I SUB	Separate NLA	9/19/19	59	0.00	302	B30/1
Noriega	Cera	Custodian I/SUB	Separate NLA	9/19/19	99	0.00	100	B17/1
Scott	Gerald	Custodian I/SUB	Separate NLA	9/19/19	99	0.00	100	B17/1
Valencia	Victor	Custodian I/SUB	Separate NLA	9/19/19	99	0.00	100	B17/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Montiel	Shaina J.	Instructional Assistant/Rec-SUB	Separate NLA	9/24/19	99	0.00	100	B11/1
Williams	Zachary J.	Instructional Assistant/Rec-SUB	Separate NLA	9/24/19	99	0.00	100	B11/1
Fard	Bianca	Instructional Assistant/SE SUB	Separate NLA	9/19/19	99	0.00	100	B11/1
Basquez	Susan	Playground Supervisor-SUB	Separate NLA	9/24/19	16	7.50/wk	100	B11/1
Rodriguez Merced	Daniela	Instructional Assistant/Rec	Seperation-eligible for rehire	9/16/19	60	19.50/wk	85	B11/5
Rodriguez Hernandez	Nayeli	Playground Supervisor-SUB	Seperation-eligible for rehire	9/18/19	99	0.00	100	B11/1
Arellano	Jeannette	School Office Manager	Service retirement-will remain as a SUB	9/21/19	16	8.00	403	B25/6
Perez	Roberto	Trans/Bil Tech Assistant	Service retirement-will remain as a SUB	9/14/19	54	8.00	420	B24/6
Robles	Aaron	Instructional Assistant SE II B	Step increase to 2	10/1/19	22	6.00	122	B14/2
Mortimer	Kristen	Instructional Assistant/Reg	Step increase to 2	10/1/19	60	3.50	231	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Park	Jong Kyoung	Instructional Assistant/Reg	Step increase to 2	10/1/19	60	3.50	81	B11/2
Trinh	Vincent	Instructional Assistant/Reg	Step increase to 2	10/1/19	17	3.50	302	B11/2
Ceballos	Emilio	Supervisor Maintenance and Operations	Step increase to 2	10/1/19	53	8.00	533-80% 542-10% 547-10%	M12/2
Whittington	Gabrielle	Tech, Library & Media Assistant	Step increase to 2	10/1/19	59	4.00	409	B21/2
Ford	Virginia	Custodian I	Step increase to 3	10/1/19	22	3.75	542	B17/3
Druckenmiller	Gregory	Instructional Assistant/SE I	Step increase to 3	10/1/19	22	6.00	242	B14/3
Nguyen	Ngoc Thi Nhu	Instructional Assistant/SE I	Step increase to 3	10/1/19	17	6.00	121	B14/3
Lopez	Jesus	Instructional Assistant/Rec	Step increase to 4	10/1/19	12	3.75	100	B11/4
Arellano	Edgar	Instructional Assistant/SE I	Step increase to 4	10/1/19	16	6.00	122	B14/4
Gonzalez	Jessica	Instructional Assistant/SE I	Step increase to 4	10/1/19	21	6.00	122	B14/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Thompson	Marilyn	Bus Driver	Step increase to 5	10/1/19	56	5.12	565	B21/5
Azabache	Carlo	Instructional Assistant/Rec	Step increase to 5	10/1/19	60	3.90	85	B11/5
Molina	Nicole	Instructional Assistant/SE I	Step increase to 5	10/1/19	12	6.00	122	B14/5
Clasen	Elizabeth	Instructional Assistant/SE II B	Step increase to 5	10/1/19	12	6.00	242	B14/5
Declaro	JoAnne	Account Clerk III	Step increase to 6	10/1/19	50	8.00	530	B28/6
Aranda	Oscar	After School Program Site Lead	Step increase to 6	10/1/19	60	8.00	85	B18/5
Kerr	Susan	COTA	Step increase to 6	10/1/19	54	6.50	255-50% 505-50%	B28/6
Wilhite	Lisa	Health Assistant	Step increase to 6	10/1/19	27	3.75	402	B17/6
Garza	Yvette	Instructional Assistant/Reg	Step increase to 6	10/1/19	11	3.75	302-20% 100-80%	B11/5
Licon	Laurie	Instructional Assistant/Reg	Step increase to 6	10/1/19	60	3.50	310	B11/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Juarez	Elizabeth	Clerical Assistant I-SUB	Temp. Additional Hours NTE 232	8/19/19	56	232.00	565	B17/1
Choi	Grace	Clerical Assistant I-SUB	Temp. Additional Hours NTE 80 hours	8/5/19	56	3.00	565	B17/1
Verduzco	Yasmin	Clerical Assistant I-SUB	Temp. Additional Hours NTE 80 hours	8/5/19	56	3.00	565	B17/1
Weller	Emily	Instructional Assistant/SE I	Temporary additional hours - 3.0/day	9/12/19	21	16.00/wk	125	B14/2
Molina	Nicole	Instructional Assistant/SE I	Temporary additional hours 1.0/day	9/20/19	12	6.00	225	B14/4
Juarez	Elizabeth	Clerical Assistant I-SUB	Temporary additional hours NTE 312 hours	9/30/19	56	8.00	565	B17/1
Smith	Patricia	Instructional Assistant/SE II A	Temporary additional hours- 1.50/day	8/12/19	20	6.50	242	B14/6
York	Deborah	Instructional Assistant/SE II A	Temporary additional hours- 1.50/day	8/29/19	13	6.00	242	B14/6
Cleveland	Travis	Instructional Assistant/SE II B	Temporary additional hours- 1.50/day	8/28/19	13	6.00	504-50% 122-50%	B14/5
McGinnis	Anne	Instructional Assistant/SE I	Temporary additional hours- 2.20/day	9/12/19	21	3.80	130	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Espinoza	Jennifer	Instructional Assistant/Reg	Termination on probation	8/29/19	21	15.00/wk	383	B11/1
Sotelo	Jose A.	Custodian II	Transfer from Nicolas to Commonwealth	8/26/19	20	8.00	542	B24/6
McBenttes	Lisa	Playground Supervisor	Transfer from Pacific Drive. Change hours from 14.8 to 13.75	8/12/19	22	2.75	100	B11/1
Padilla	Rudy	Custodian II	Transfer from Richman to Nicolas	8/26/19	25	8.00	542	B24/6
Surjanto	Esther	Food Service Assistant I	Working out of class-Food Production Coordinator Assistant	10/11/19	90	8.00	606	B26/1
Hernandez	Leticia	Food Production Coordinator Assistant	Working out of class-Food Production Manager	10/11/19	90	8.00	606	M06/1
Arreola Albarran	Ana	Playground Supervisor	Increase Hours from 6.5 to 10.42	8/19/19	29	2.08	100	B11/1
Mooshagian	Armineh	Instructional Assistant/Reg-SUB	Hire substitute status	10/2/19	99	0.00	100	B11/1
Cristea	Marilena	Instructional Assistant/Reg	Voluntary reduction of hours from 3.75 to 3.0/day	9/23/19	26	3.00	100	B11/1
Lee-Chong	Shawn	Instructional Assistant/BB-Koren	Extra Summer Work-5 hours	7/1/19	54	8.00	123	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cruz-Bahena	Kimberly	Instructional Assistant/Rec	Resignation on probation- will not remain as a SUB	10/2/19	60	3.95	329	B11/1
Terriquez	Korrine	Instructional Assistant/Reg- SUB	Hire substitute status	10/2/19	99	0.00	100	B11/1
Shandy	Debra	Personnel Technician I	Hire probationary status	10/7/19	99	8.00	522	B23/1
Sanchez	Magdalena	Clerical Assistant I-SUB	Add Clerical Assistant I-Sub classification. In addition to: Health Assistant and Play Supervisor	10/7/19	99	0.00	100	B11/1
Camarena	Ami-Ray Audrey	Registered Associate	Separate NLA	10/4/19	54	4.80	504	18.00/hour
Employee ID	5456		Medical Leave 9/30/19- 10/3/19					
Castanon	Damian	Dispatcher	Resignation on probation- will not remain as a SUB	10/4/19	56	8.00	565	B27/1
Employee ID	3805		Medical Leave: 9/30/19- 11/6/19					
Employee ID	975		Medical leave: 10/1/19- 1/9/20					

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	2053		Medical Leave: 9/30/19-10/23/19					
Tavarez	Francine	Instructional Assistant/SE I	Temporary Additional Hours 1.0	8/19/19	29	6.00	242	B14/6
Leyva	Stormy	Instructional Assistant/SE I	Extra summer work 16 hours	8/8/19	54	7.00	125	B16/1
Hebert	Kathyrn	Instructional Assistant/SE I	Temp. additional hours 1.5 hours a day if she rides on M/T/TH/F and up to .5 hours a day if she rides on Wed.	9/26/19	20	6.50	242	B14/6
Gutierrez	Diana	Clerical Assistant II/BB	Working out of class-CA II/BB to School Office Manager	10/1/19	16	8.00	403	B25/5
Takagi-Horan	Stacey	Playground Supervisor-SUB	Hire substitute status	10/4/19	99	0.00	100	B11/1
Ramos	Manuel	Bus Driver-SUB	Hire substitute status	10/3/19	56	0.00	565	B21/1
Vargas	Ernest	Custodian I/SUB	Hire substitute status	10/2/19	53	0.00	542	B17/1
Employee ID	5154		Medical Leave 10/5/19-10/13/19					

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director of Child Development Services
SUBJECT: **APPROVE/RATIFY THE 2019/2020 AFTER SCHOOL EDUCATION AND SAFETY PROGRAM CONTRACT**

Background: Fullerton School District operates an After School Program for 1,300 students at Commonwealth, Maple, Orangethorpe, Pacific Drive, Raymond, Richman, Valencia Park and Woodcrest Elementary Schools, plus Ladera Vista and Nicolas Junior High Schools.

Rationale: The California Department of Education After School Programs provide funding for Title I schools to support extending learning experiences for at-risk children and youth. The program includes one hour of academic support and two hours of standards-based enrichment experiences.

Funding: Fullerton School District will receive a total of \$1,794,868.77 for the period of July 1, 2019 through June 30, 2020.

Recommendation: Approve/Ratify the 2019/2020 After School Education and Safety Program Contract.

JL:MC:ln
Attachment

Grant Award Notification

GRANTEE NAME AND ADDRESS Bob Pletka, Superintendent Fullerton Elementary 1401 West Valencia Drive Fullerton, CA 92833-3938	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	19	23939	66506	EZ
Attention Expanded Learning Programs Coordinator	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Expanded Learning Office	Resource Code	Revenue Object Code	30	
Telephone 714-447-7400	6010	8590	INDEX	
Name of Grant Program After School Education and Safety Program				0150

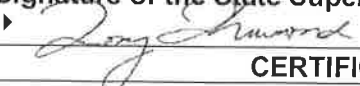
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,794,868.77		\$1,794,868.77		07/01/2019	06/30/2020
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the After School Education and Safety Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.


Please return the original, signed Grant Award Notification (AO-400) to:

Nora Reed, Associate Governmental Program Analyst
 Expanded Learning Division
 California Department of Education
 1430 N Street, Suite 3400
 Sacramento, CA 95814-5901

California Department of Education Contact Nora Reed	Job Title Associate Governmental Program Analyst
E-mail Address nreed@cde.ca.gov	Telephone 916-327-5928
Signature of the State Superintendent of Public Instruction or Designee 	Date September 18, 2019

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Robert Pletka, Ed.D.	Title Superintendent
E-mail Address bob-pletka@myfed.org	Telephone 714-447-7405
Signature 	Date 10/15/19

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ELIZABETH MORALES FOR TRANSLATION SERVICES FROM AUGUST 30, 2019 THROUGH JUNE 30, 2020**

Background: Elizabeth Morales provides professional services in Spanish and Korean for translation services. She has worked extensively with Educational Services to provide timely and accurate translations.

Rationale: Ms. Morales provides translation services for sensitive and technical topics on large documents (over five pages) in Spanish and Korean.

Funding: Cost not to exceed \$2,450 to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Agreement between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.

JL:nm
Attachment

**FULLERTON SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Contractor," and the Fullerton School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and **WHEREAS**, Contractor is specially trained, experienced, and competent to provide the special services and advice required; and **WHEREAS**, such services are needed on a limited basis; **NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY Contractor:** (Use attachment if more room needed)

2. The Contractor will commence providing services under this **AGREEMENT** on, _____, and will diligently perform as required and complete performance by, _____. The Contractor will perform said services as an independent contractor and not as an employee of the District. Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The District will prepare and furnish to the Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.

4. The District shall pay the Contractor the total amount of \$_____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.

5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

6. The Contractor agrees to and shall defend and indemnify the District, its officers, agents and employees from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the consultant's performance or lack of performance pursuant to this agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements.

7. This **AGREEMENT** is not assignable without written consent of the parties hereto.

8. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

9. Contractor, if an employee of another public agency, certifies that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.

10. During the term of this Agreement the Contractor is required to provide the District with a Certificate of Insurance with a page 2 endorsement naming the District and additionally insured, the Contractor shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, Abuse and Molestation in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District and Workers Compensation as required under California State Law. The Contractor shall provide Certificates of Insurance and Additional Insured, naming Fullerton School District 1401 W. Valencia Drive, Fullerton, CA 92833 as Certificate Holder. The following verbiage is required in the endorsement: The Fullerton School District, its Board and its officers, agents and employees shall be named as Additional Insureds, by separate endorsement. Insurance coverage is required prior to the commencement of work. Failure to furnish the requested insurance will be considered default of contractor.

11. All consultants who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. **Initials** _____.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONTRACTOR:

Name of Company: _____

Authorized Officer by: _____

Address: _____

Phone#: _____

Fax#: _____

Date: _____

Social Security/Tax ID#: _____

2/16

DISTRICT:

Fullerton School District Signature:

By: _____

Title: _____

School/Department Name: _____

1401 W. Valencia Drive, Fullerton CA 92833

Approved by Board: _____

(Date)

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Kristen Holm, Principal, Richman School
SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KID HEALTHY/ONEOC FOR RICHMAN SCHOOL FROM AUGUST 1, 2019 THROUGH JUNE 30, 2020**

Background: Kid Healthy/OneOC works to improve health, wellness and nutrition by engaging school children and families from the most underserved communities of Southern California through culturally appropriate health and wellness programs that increase nutrition and fitness levels. Kid Healthy/OneOC is committed to working with Title 1 schools in the implementation of the FSD Wellness Policy. Richman School was identified for this program based on a recent Richman Parent meeting based on this year's needs assessment targeting health and fitness.

Rationale: Implementation of the Kid Healthy program will foster parental involvement and empower parents and families to play an active role in supporting physical activity for all students.

Funding: Cost is not to exceed \$6,500 and is to be paid from site Title I budget (#212).

Recommendation: Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 1, 2019 through June 30, 2020.

JL:KH:nm
Attachment

N2201771



Kid Healthy builds healthy communities by engaging students and families from socio-economic disadvantaged neighborhoods through culturally appropriate activities and leadership programs that measurably improve health and wellness.

Contract: Kid Healthy/OneOC and Fullerton School District
Dates of Service: 8/1/2019 through 06/30/2020

Agreement – Richman Elementary

Kid Healthy will provide Padres en Acción program implementation at specified schools in FSD that includes the following:

- Provide Kid Healthy staff to oversee training and implementation of the Padres en Acción program at participating FSD schools.
- Provide a Kid Healthy Volunteer Coordinator to work 6-8 hours per week at the participating school: The Volunteer Coordinator is responsible for planning, set-up, and maintenance of age appropriate physical activity; on-going parent volunteer recruiting and engagement; planning & implementation of parent meetings to provide additional playground and health education training for parents.
- Parent-led structured, physical activity 3 days per week (weather permitting), during the lunch recess at each school.
- Provide a minimum of 6 parent education opportunities in health and/or physical activity at each school; includes access to community resources, materials & supplies for all meetings.
- Assist in formation of school site wellness committees as requested per site, assist in the on-going management of school site wellness councils as requested per site.
- Assess and purchase playground equipment, as requested per site. Schools to be invoiced for additional equipment charges.
- Communicate program progress and outcomes to school principals and district personnel, as needed (minimum 2 times per school year).

Compensation:

Fees are to be invoiced in September 2019

\$6,500

Fullerton School District



Kid Healthy/OneOC

1901 E. Fourth Street, Suite 100, Santa Ana, CA 92705
949.874.7701
www.mykidhealthy.org

EJC 10/3/19

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Trang Lai, Director, Educational Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE TRAINING FOR A RESEARCH-BASED, COMMON CORE ALIGNED READING PROGRAM, READING WORKSHOP FOR TK-8 GRADE TEACHERS FROM JANUARY 7, 2020 THROUGH MARCH 18, 2020**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide teachers the tools they need to get students “thinking and discussing, writing and supporting” ideas. They address the achievement gaps by utilizing common core standards and an individual approach to reading and writing. With several of our schools implementing Writing Workshop, teachers are ready to begin implementing Reading Workshop, a companion program to Writing Workshop.

Rationale: Teachers will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. This Common Core Reading program will support teachers in the development of effective readers.

Funding: Cost not to exceed \$3,600 to be paid from general fund (#401).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide training for a research-based, common core aligned reading program, reading workshop for TK-8 grade teachers from January 7, 2020 through March 18, 2020.

JL:TL:ts
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Momentum in Teaching, LLC**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide a 3-day training to TK-8 grade teachers on a research-based, common core aligned reading workshop, hereinafter referred to as "Services."**
2. Term. Contractor shall commence providing Services under this Agreement on **January 7, 2020** and will diligently perform as required and complete performance by **March 18, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **three thousand, six hundred dollars (\$3,600)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include

or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

- 13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.
- 13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:

Address on File

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF **October** 2019.

FULLERTON SCHOOL DISTRICT

Momentum in Teaching, LLC

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: APPROVE SUSAN ALBANO, KELLY CASTILLO, ROSSANA FONSECA, JULIENNE LEE, AND YOLANDA MCCOMB TO ATTEND THE NATIONAL ASSOCIATION FOR BILINGUAL EDUCATION (NABE) CONFERENCE IN LAS VEGAS, NEVADA FROM FEBRUARY 25-28, 2020

Background: Since 1975, the National Association for Bilingual Education (NABE) has been a non-profit membership organization that works to advocate for education equity and excellence for bilingual/multilingual students in a global society. NABE organization serves to improve instructional practices for linguistically and culturally diverse children. NABE provides bilingual educators with high-quality professional development opportunities and advocates for adequate funding for the programs serving limited-English-proficient students. NABE keeps the rights of language-minority students clearly in focus as states and communities move forward with educational reforms.

Rationale: Fullerton School District (FSD) personnel will benefit from attending the NABE conference to learn about bilingual/biliteracy programs that are implemented across the nation and in other countries. Along with internationally renowned keynote and featured speakers, there will also be special presentations from experts in the field and over 200 concurrent sessions. FSD staff will gain knowledge and skills that will benefit the school and the District that focus on strategies to support the acquisition of languages and promote cultural diversity.

Funding: Cost is not to exceed \$6,500 to be paid from Title III District funds (#224).

Recommendation: Approve Susan Albano, Kelly Castillo, Rossana Fonseca, Julienne Lee, and Yolanda McComb to attend the National Association for Bilingual Education Conference in Las Vegas, Nevada from February 25-28, 2020.

JL:SA:nm

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: APPROVE ELIZABETH LEON, STEPHANIE GIVENS, LINDA BEECHER, JACQUELINE GALLARDO-HOFFMASTER, ROBERT PLETKA, JANNY MEYER, AND JULIENNE LEE TO ATTEND THE OUT-OF-STATE “NATIONAL BLUE RIBBON SCHOOLS AWARD CEREMONY” IN WASHINGTON, DC, NOVEMBER 13-16, 2019

Background: Acacia and Fisler Schools have been officially announced National Blue Ribbon Schools.

Rationale: Both Acacia and Fisler are recognized as national models of excellence. From Acacia, one administrator and staff member will be attending the ceremony to receive the Blue Ribbon award. From Fisler, the former principal, an administrator, and staff member will be attending the ceremony to receive the Blue Ribbon award.

Funding: Cost not to exceed \$7,000 with \$3500 to be paid from the Superintendent’s budget (#527) , \$2500 from Ed Services budget (#520), and \$1,000 from site budgets (#304).

Recommendation: Approve Elizabeth Leon, Stephanie Givens, Linda Beecher, Jacqueline Gallardo-Hoffmaster, Robert Pletka, Janny Meyer, and Julienne Lee to attend the out-of-state “National Blue Ribbon Schools Award Ceremony” in Washington, DC, November 13-16, 2019.

JL:RG:vm

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2019 - SEPTEMBER 30, 2019)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians “Complaint Rights” is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

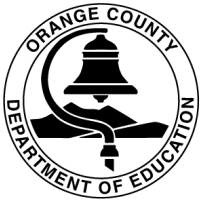
	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2019 – September 30, 2019).

CH:nm
 Attachment



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2019-20**

District: _____

District Contact: _____

Title: _____

- Quarter #1 July 1 – September 30, 2019 **Report due by October 25, 2019**
- Quarter #2 October 1 – December 31, 2019 **Report due by January 31, 2020**
- Quarter #3 January 1 – March 31, 2020 **Report due by April 24, 2020**
- Quarter #4 April 1 – June 30, 2020 **Report due by July 31, 2020**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Helene Morris, Director of Administrative Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL CLIMATE, HEALTH, AND LEARNING SURVEY SYSTEM (CAL-SCHLS) AS THEY RELATE TO THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY (CHKS) FOR THE 2019/2020 SCHOOL YEAR**

Background: The California Healthy Kids Survey is the largest statewide survey of resiliency, protective factors, and risk behaviors in the nation. With this survey, schools, districts, counties, and the State have set a standard tool that promotes the collection of uniform data within and across local education agencies that are also comparable to existing State and national survey datasets.

Rationale: The California Healthy Kids Survey is mandated by the State of California Department of Education to be administered every two years for students in grades 5, 7, 9, and 11 to comply with Title IV State requirements. Fullerton School District is administering only those sections of the survey that are required by the State of California Department of Education. The survey provides schools with the developmentally appropriate data they need to guide the implementation of health, prevention, and youth development programs. The survey data will help guide the development of prevention programs targeting specific risk behaviors, as well as fostering youth assets and resilience that protect against these behaviors. Students in grade 5 must have parental permission to take the exam; students in grade 7 must have a letter from a parent if they wish to be excluded from the exam.

Funding: The cost to the District to survey students in grades 5 and 7 will be paid from the Tobacco Use Prevention and Education (TUPE) budget 351, and Child Welfare and Attendance budget 510, not to exceed \$1,352.80.

Recommendation: Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2019/2020 school year.

CH:HM:ac
Attachment

MEMORANDUM OF UNDERSTANDING · 2019/20 SCHOOL YEAR

DISTRICT NAME: FULLERTON SCHOOL DISTRICT

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
 - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. Orange County Office of Education will cover 5th, 7th, 9th, and 11th school-level reports, Staff set-up and school-level reports, Parent Set-up and school-level reports, and processed paper parent surveys. All other fees are the responsibility of the district. See attached fee schedule for the 2019-2020 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies

via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2019 and expires on August 31, 2020.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he

or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2019-2020

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

❖ ❖ **New for 2019-2020** ❖ ❖

Password Protected Data Dashboard* – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – per survey type	\$150	\$150	\$150
Enrollment Fee – per student enrolled	\$0.40		
Paper Processing Fee –per parent paper copy returned for processing			\$0.40
Supplementary Modules – each supplemental module	\$100	\$100	\$100
School Reports – per school	\$75	\$75	\$75
School Climate Report Card – per eligible school	\$75		
District Climate Report Card – free if all eligible schools ordered	\$250		
County Climate Report Card	\$750		
District Raw Data – per data set	\$75	\$75	\$75
County-Wide Raw Data – per data set	\$500	\$500	\$500
County-Wide Report – per report	\$500	\$500	

* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

Custom Services

Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

Other Custom Requests – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Signature

Printed name

Printed name

Date

Date

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY AFFILIATION AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND NEW YORK UNIVERSITY, STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT EFFECTIVE SEPTEMBER 18, 2019**

Background: New York University (NYU) is an out-of-state institution that wishes to partner with the Fullerton School District to allow placement services of students in their teacher education preparatory program. NYU's Steinhardt School of Culture, Education, and Human Development is fully accredited by the Teacher Education Accreditation Council.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve/Ratify Affiliation Agreement between the Fullerton School District and New York University, Steinhardt School of Culture, Education, and Human Development effective September 18, 2019

CH:nm
Attachment

AFFILIATION AGREEMENT

New York University Steinhardt School of Culture, Education, and Human Development

THIS AGREEMENT is made as of the 18th day of September, 2019 by and between:

New York University, on behalf of its Steinhardt School of Culture, Education, and Human Development, located at 82 Washington Square East, 5th Floor, New York, NY 10003 (hereinafter, the “University”), and
Fullerton School District, located at 1401 West Valencia Drive, Fullerton, CA 92833 (hereinafter, the “Facility” and, together with the University, the “Parties”).

WHEREAS, the University’s Steinhardt School of Culture, Education, and Human Development has various educational programs for students in the fields of health and human development (each, a “Program”); and

WHEREAS, the Facility has the facilities to provide relevant clinical training to students in one or more Programs as set forth on Schedule 1 hereto, which Schedule 1 may be amended from time to time in writing signed by the Parties; and

WHEREAS, the Facility and the University desire to affiliate for the purpose of providing clinical training for students enrolled in a Program of the University.

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. To assume full responsibility for the planning and implementation of the entirety of each Program, including the portion of such Program that involves clinical training. The Facility has the right to approve the portion of each Program to be conducted on its premises in advance of its implementation.

2. To be responsible for scheduling student placements at the Facility and informing the Facility of the number of students to be assigned placement. The number of students and placement schedule shall be subject to the approval of the Facility.

3. To provide a clinical education coordinator who will act as liaison between the University and the Facility and will correlate the academic and clinical levels of experience of the students.

4. To instruct all students placed at the Facility of their responsibility for complying with all pertinent rules and regulations of the Facility of which they are advised.

5. a. To instruct all students and faculty to maintain the confidential nature of all patient medical records and protected health information (“PHI”) to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any other applicable privacy laws; and

b. to instruct all students to maintain the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law.

6. To keep all Program-related records and reports pertinent to the student's clinical experience while at the Facility (excluding patient identifiable protected health information).

7. To inform each student assigned to the Facility that such student is required, upon request, to meet all Facility requirements for approval to participate in this clinical experience. All costs related to requirements for clearance and approval to participate in this clinical experience are the responsibility of the student. These requirements include the ability: (i) to provide the Facility with evidence that he/she is in good general health, as determined by a physical examination, and that he/she is free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter his/her behavior; (ii) to provide the Facility with evidence of the following:

(a) an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

(b) a ppd (Mantoux) skin test for tuberculosis prior to participation in the Practicum. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(c) if born on or after January 1, 1957,

(1) diagnosis by a physician as having had measles disease (rubeola);

(2) demonstration of serologic evidence of measles antibodies; or

(3) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than thirty (30) days after the first dose but after 15 months of age;

(d) a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record;

(e) proof of vaccination against Hepatitis B, proof of immunity to Hepatitis B, or a letter from the student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

8. That students placed in the Facility shall be required to maintain health insurance coverage. Prior to placement in the Facility, students may be required to send proof of such coverage to the Facility upon the request of the Facility.

B. The Facility agrees:

1. To provide clinical experience to students meeting the standards agreed with the University in respect of the relevant Program, of recognized accrediting agencies, and of State agencies.

2. To provide supervision of the clinical training of each student by a qualified Facility staff member whose responsibilities will include orientation of the student to the Facility, planning of clinical experiences, and the evaluation of student performance.

3. To make available to the students the space, facilities, equipment, and supplies necessary as pertinent to the students' clinical experience, to the extent that this will not interfere with the care and treatment being rendered to patients.

4. To acknowledge that University students and faculty may have access to the Facility's protected health information during clinical experiences.

5. To permit students to use the Facility cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

6. To provide emergency medical care to students who become ill or injured while on the Facility's premises, if feasible. The students shall arrange for medical care beyond that of an emergency nature. A student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an emergency nature.

C. The University and the Facility agree:

1. That the University shall provide each student with general instruction in the infection control procedures used in health care facility settings, including a review of the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations. The Facility agrees that, as part of each student's orientation to the rules, regulations, policies and procedures of the Facility, it shall instruct each student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, as they have been implemented at the Facility. The Facility shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student

who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the Facility requires that students undergo a respiratory fit test in advance of placement, the Facility will perform such fit tests with the student's prior consent.

2. In connection with its performance under this Agreement, Facility may create and maintain on behalf of University "educational records" of students, and University may disclose "personally identifiable information" from education records to Facility under the "school official" exception, as such terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). Facility agrees to use, maintain, and make available such education records in accordance with the requirements of FERPA and in accordance with University's FERPA Guidelines, which are available at www.nyu.edu/apr/ferpa.htm. In particular, Facility agrees to (i) not disclose personally identifiable information from education records to any other party without prior written consent of University; (ii) use such information other than for the purpose of performing its obligations under this Agreement; and (iii) fully cooperate with University in connection with any request by a student to review and/or amend his or her education records.

3. That at no time will they discriminate against any employee, applicant, patient, or student because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital or parental status, veteran or disabled veteran status or citizenship status.

4. That no student placed in the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the University, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights or benefits normally afforded to employees or agents of the Facility or the University.

5. That the Facility reserves the right to screen students in advance of their placement at the Facility in connection with the Program.

6. That the Facility retains the right to remove any student from the Facility who: (i) endangers patient health, welfare or safety; (ii) disrupts the business or operations of the Facility; (iii) fails to comply with the direction of the Facility staff; (iv) fails to abide by the rules, regulations, policies and procedures of the Facility; or (v) is not suited to the clinical training in the Facility's reasonable opinion. The University retains the right to remove any student from the Facility who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University's honor code; or (iii) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

7. That, notwithstanding any other provision of this Agreement, the Facility retains ultimate responsibility for the care of its patients at all times.

8. Each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and (ii) commercial general liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. When requested, (iii) follow form excess/umbrella liability insurance with limits not less than \$1,000,000 per occurrence/aggregate. Each Party's insurance coverage shall be maintained with a nationally recognized and reputable carrier or self-insurance reasonably satisfactory to the other Party. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the School is an institution operated by a municipality or government agency or municipal or government employees, the School may fulfill the requirements of this Section 8 through insurance provided by or through such municipality or government agency covering the School's activities and personnel and otherwise meeting the requirements of this Section 8.

9. That each party (each an "Indemnifying Party") will defend and indemnify the other party, its affiliated entities and their respective trustees, directors, officers, employees, and representatives (each an "Indemnified Party") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims resulting from or arising out of (i) the negligence or willful misconduct of the Indemnifying Party in connection with this Agreement or (ii) breach by the Indemnifying Party of any of the terms of this Agreement or any applicable law or regulation. The Indemnified Party will provide the Indemnifying Party with prompt written notice of any claim for which it seeks indemnification under this Agreement, provided that any failure or delay in providing such notice will not relieve the Indemnifying Party of any obligations under this provision except to the extent such failure or delay prejudices the defense of any such claim. The Indemnifying Party will have the right to control the defense of any such claim with counsel that is reasonably acceptable to the Indemnified Party. In defending such claim, the Indemnifying Party will keep the Indemnified Party informed of all material matters relating to the defense of such claim and will not agree to any compromise or settlement of such claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. The Indemnified Party will provide reasonable cooperation to the Indemnifying Party in the defense of such claim. The Indemnified Party may participate in the defense or settlement of such claim at its own expense and with counsel of its own choice. This provision shall survive the termination or expiration of the Agreement.

10. That at an appropriate time in the application process, the University shall require each student who wishes to participate in the clinical experience to allow a third party vendor engaged by the University to, with the consent of such student, perform a background check and provide the results thereof directly to the Facility prior to such student beginning the clinical experience. The Facility reserves the right to deny participation in the clinical experience to any student applicant for any lawful reason and will follow all applicable laws when exercising this

right; and the student shall have no right of appeal to the Facility except as permitted by law. Any excluded individuals are expressly prohibited from participating in the clinical experience.

11. That this Agreement becomes effective as of the date first written above and will continue in full force and effect until termination. This Agreement may be terminated by mutual written agreement at any time or by either Party giving sixty (60) days' prior written notice to the other Party; provided that, any student placed at the Facility for clinical training up to and including the date of termination shall be permitted to complete his/her assignment.

12. That neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

13. That all notices required hereunder shall be in writing and shall be delivered by messenger or by certified first-class mail, or transmitted by facsimile, and in accordance with the return receipt requested:

to the University:

Global Affairs & Experiential Learning
Steinhardt School of Culture, Education, and Human Development
New York University
82 Washington Square East, 5th Floor
New York, NY 10003

to the Facility:
1401 West Valencia Drive
Fullerton, CA 92833

14. That this Agreement is not for the benefit of any third party.

15. That each of the parties shall perform its obligations hereunder as an independent contractor. Nothing contained in this Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.

16. That this Agreement may be modified only by mutual written and signed agreement of the authorized representatives of the Parties thereto. This Agreement supersedes all other prior similar agreements between the Parties in respect of the subject matter hereof.

17. That this Agreement shall be interpreted in accordance with the laws of the State

of New York without regard to its conflicts of laws principles.

18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF

FULLERTON SCHOOL DISTRICT

Signature: _____

Printed Name: Chad Hammitt, Ed.D.

Title: _____

Date: _____

NEW YORK UNIVERSITY

Signature: _____

Printed Name: ZACHARY KLIM

Title: Executive Director, GLOBAL AFFAIRS & EXPERIENTIAL LEARNING

STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: _____

Schedule 1
to Affiliation Agreement between New York University and Fullerton School District

Programs

Communicative Sciences and Disorders
Mental Health & Wellness
Counseling and Guidance

FOR AND ON BEHALF OF

FULLERTON SCHOOL DISTRICT

Signature: _____

Printed Name: Chad Hammitt, Ed.D.

Title: _____ Date: _____

NEW YORK UNIVERSITY

Signature: _____

Printed Name: ZACHARY KLIM

Title: Executive Director, GLOBAL AFFAIRS & EXPERIENTIAL LEARNING
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: _____

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE CLINICAL AFFILIATION AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND WEST COAST UNIVERSITY, INC., EFFECTIVE JANUARY 1, 2020

Background: West Coast University (WCU), Inc., is a fully accredited institution of higher education. WCU wishes to partner with the Fullerton School District to allow students in their Occupational Therapy program to conduct fieldwork in the District.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve Clinical Affiliation Agreement between the Fullerton School District and West Coast University, Inc., effective January 1, 2020.

CH:nm
Attachment

CLINICAL AFFILIATION AGREEMENT

Between

West Coast University, Inc.

151 Innovation Drive, Irvine, CA 92617

And

FULLERTON SCHOOL DISTRICT

1401 W Valencia Drive, Fullerton, CA 92833

West Coast University, Inc. (hereafter referred to as "University,") and Fullerton School District (hereafter referred to as "Facility,") agree that educational experiences will be provided at the Facility for students in the program of the University.

RECITALS

WHEREAS, clinical/community/externship experience is a required and integral component of the University curricula; and

WHEREAS, University desires the cooperation of Facility in implementing a clinical/community/externship experience to provide training to students in the practical applications of their fields of study as outlined in Schedule A – Program Contacts; and

WHEREAS, Facility wishes to assist the University in implementing the Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, University and Facility enter into this Agreement on the terms and conditions set forth below.

1. Responsibilities of the University

- A. University Designee. University shall designate a member of the University Staff to participate with the designee of Facility in planning, implementing, and evaluating the clinical experiences provided to students of University. The Designee shall provide Facility with contact information for same.
- B. Student Assignments. University shall assign students only to facilities that can provide the experience necessary to meet the objectives of the clinical experience.
- C. Schedule of Assignments. University shall notify Facility of its' planned schedule of student assignments, including the name(s) of the student(s), their level(s) of academic preparation, and length(s) and date(s) of planned clinical experience(s).
- D. Student Profile. University shall complete and provide to Facility a profile for each student who will be provided with training at Facility which shall include the appropriate student contact information prior to the beginning date of the planned clinical experience. The facility shall use such information for its own purposes and shall not release the information to any third party.
- E. Faculty/Student Ratio. University shall ensure that students are supervised by an appropriate University faculty member or Facility-based preceptor or fieldwork educator at a ratio agreed upon by University and Facility, and in compliance with regulations governing the clinical experience.

- F. Rules and Regulations. University shall enforce rules and regulations governing the students that are mutually agreed upon by University and Facility. University's students will comply with all applicable federal, state, county, and city regulatory requirements.
- G. Student Insurance. The University shall provide professional liability insurance for all of its clinical/externship students at the Facility. The University shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per incident with three million dollars (\$3,000,000) annual aggregate. University shall provide Facility with written confirmation that each student being provided with training at Facility is covered by said professional liability insurance and by health insurance.
- H. The University agrees to indemnify, defend and hold harmless the Facility, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from services performed by the University's enrolled students or University employees pursuant to this agreement.

2. Responsibilities of the Student.

University shall notify the students that they are responsible for

- A. Following the clinical and administrative policies, procedures, rules and regulations of the Facility;
- B. Completing required Facility orientation.
- C. Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any health record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained during the clinical experience is forbidden except as a necessary part of the clinical experience;
- D. Adhering to patient's rights in accordance with the Facility, state, and federal rules and regulations, as they apply;
- E. Adhering to rules and regulations developed by University to govern student activities during clinical experiences including following the dress code and wearing name badges identifying themselves as students;
- F. Arranging their own transportation when not provided by University;
- G. Arranging for and assuming the cost of their own health insurance;
- H. Assuming responsibility for personal illness; and necessary immunizations, titers, and tests, background checks, and annual health examinations, if required by the Facility;

- I. Refusing to accept financial compensation that is not previously authorized by both University and Facility, or any form of gratuity for rendering patient care;
 - J. Attending all scheduled days at Facility;
 - K. Obtaining supervision when performing procedures, when University or Facility regulations require such supervision or when lack of supervision may pose a safety risk;
3. Responsibilities of the Facility
- A. The Facility Designee. Facility shall designate a member of Facility Staff to participate with the designee of University in planning, implementing, and evaluating clinical experiences provided to students of University and shall provide University with contact information for such designee.
 - B. Facility Orientation. Facility will provide University faculty members with students assigned (or students assigned to a facility-based preceptor or fieldwork educator) at said Facility with an orientation to same prior to the beginning date of the planned clinical experience.
 - C. Clinical Experience. Facility shall accept from University the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with clinical experiences consistent with the objectives of the clinical experiences and the Facility shall provide all appropriate/necessary supervision of the University's students assigned to the Facility pursuant to the terms of this Agreement.
 - D. Access to Facilities. Facility shall permit students enrolled in the Program access to Facility as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Facility.
 - E. Facility Communication with University. Facility shall notify University designee and/or faculty member as soon as possible when concerns arise and provide University faculty with the opportunity to address/resolve said concern.
 - F. Withdrawal of Students. Facility may request University to withdraw from Facility any student who Facility determines is not performing satisfactorily, or who refuses to follow Facility's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons Facility desires to have the student withdrawn.
 - G. Adequacy of Facility Staff. Facility is responsible to assure that Facility staff is adequate in number and quality to insure safe and continuous health care services to their patients.
 - H. Emergency Health Care First Aid. Facility shall, on any day when one or more students are receiving training at Facility, provide to students and/or faculty members of University necessary emergency health care or first aid for accidents occurring in Facility. Except as provided regarding such emergencies, Facility shall have no obligation to furnish medical or surgical care.

- I. The Facility agrees to indemnify, defend and hold harmless the University, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from the negligent, reckless or willful acts of the Facility or its employees, agents or officers, pursuant to this agreement.

4. Student Role.

The parties agree that students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the University or the Facility for any purpose, including Workers' Compensation or employee benefit programs. Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training under this Agreement.

5. Term and Termination

The term of this agreement is one (1) year from the effective date. This agreement will automatically renew for one (1) year terms unless otherwise terminated in writing by either party. Either party may terminate this agreement on written notice to the other at least thirty (30) days in advance of the next training experience. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the University term during which such termination notice is given.

6. Complete Agreement

This Agreement constitutes the complete understanding of the University and the Facility regarding their relationship and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is in writing and signed by both parties.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and/or to be performed in California, without regard to any choice of law provisions thereof.

8. Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Los Angeles County, California in accordance with the rules of the American Arbitration Association by a single arbitrator. The arbitrator's award shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or

application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow.

9. Severability

Wherever possible, each provision of this Agreement will be interpreted in a manner to be effective and valid, but if any provision is held invalid or unenforceable by anybody of competent jurisdiction, then such provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating or affecting in any manner the remainder of such provision or the other provisions of this Agreement.

10. Breach of Privacy and/or Security of Protected Health Information and/or Other Private Information, Documents and/or Data

Pursuant to all applicable laws, rules, regulations and orders of any state, local, federal and non-U.S. jurisdiction and any administrative agency, both parties agree to notify the other within 24 business hours of any breach or suspected or potential breach of the privacy and/or security of any Protected Health Information and/or other private information, documents and/or any other data.

FERPA: Facility agrees to maintain the confidentiality of all participating students' academic records pursuant to the Family Education Rights and Privacy Act of 1974, as amended.

HIPAA and Related Regulations: University hereby agrees to comply, and to cause its faculty members and students to comply, with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and all amendments and regulations thereto, and agrees to inform the students and its' faculty members of these requirements. In addition, University will provide instruction to the students and faculty in safeguarding the privacy of Protected Health Information (PHI); and will maintain verification of such training on file for the applicable time period pursuant to all pertinent and applicable local, state, and federal regulations, including HIPAA regulations.

11. Notice

All notices to be given under this Agreement shall be in writing, given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.

UNIVERSITY: West Coast University, Inc.
590 N. Vermont Avenue
Los Angeles, CA 90004
Attention: **Zipporah Brown, OTD, OTR/L**

FACILITY: Fullerton School District
1401 W Valencia Drive
Fullerton, CA 92833
Attention: Robert Pletka, Ed.D., Superintendent

12. Authority to Sign.

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

13. No Third Party Beneficiaries

This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

14. No Waiver

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Date

Stacey Willis, OTD, OTR/L
Dean, Program Director
Master of Science in Occupational Therapy
Doctorate of Occupational Therapy
West Coast University, Inc.

Date

Chad Hammitt, Ed.D.
Assistant Superintendent, Personnel
Services

(SCHEDULE A TO FOLLOW)

Schedule A – Program Contacts

Please check the box next to the programs to which this Clinical Affiliation Agreement will apply and provide contact information for the person responsible for that area:

	Program Name/Facility Contact	Program Name/University Contact
<input type="checkbox"/>	Nursing Contact name: Address: Phone: Email:	West Coast University, College of Nursing
<input type="checkbox"/>	Pharmacy Contact name: Address: Phone: Email:	West Coast University, School of Pharmacy
<input type="checkbox"/>	Physical Therapy Contact name: Address: Phone: Email:	Doctor of Physical Therapy Jessica Rancour, PT, DPT, Certified MDT Assistant Professor / Director of Clinical Education 590 N. Vermont Avenue Los Angeles, CA 90004 Phone: 323-454-5062 Email: jrancour@westcoastuniversity.edu
X	Occupational Therapy Contact name: Address: Phone: Email:	Master of Science in Occupational Therapy/ Doctorate of Occupational Therapy Zipporah Brown, OTD, OTR/L Assistant Professor/Academic Fieldwork Coordinator 590 N. Vermont Avenue Los Angeles, CA 90004 Phone: 323-300-5173 Email: zbrown@westcoastuniversity.edu

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B007 THROUGH 19/20-B009 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B007 through 19/20-B009 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$71,395 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	-\$1,286,323
8012	Education Protection Account	1,357,718
	Total:	\$71,395

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$18,126
2000	Classified Salaries	-31,530
3000	Employee Benefits	-588,188
4000	Books and Supplies	-58,914
5000	Services and Other Operating Expenses	101,758
9789	Reserve for Economic Uncertainties	666,395
	Total:	\$71,395

Explanation: This Resolution reflects an increase in revenues for the Local Control Funding Formula. It also includes various adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$164,115 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$228,124
8699	All Other Local Revenue	64,009
	Total:	-\$164,115

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$18,550
2000	Classified Salaries	27,474
3000	Employee Benefits	73,710
4000	Books and Supplies	-330,988
5000	Services & Other Operating Expenses	92,803
7000	Other Outgo	-8,564
	Total:	-\$164,115

Explanation: This Resolution reflects a decrease in revenue and expenditures for Title I, Part A and Title III Immigrant Education Program. Also included are increases for Title II Teacher Quality, Title IV Every Student Succeeds Act (ESSA), Early Learning Inclusive Pre-School (ELIP), fine arts and various donations to school sites. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$15,000
3000	Employee Benefits	2,370
4000	Books and Supplies	-67,370
5000	Services & Other Operating Expenses	50,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE UPDATED MEMORANDUMS OF UNDERSTANDING (MOU) BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION FOR THE 2019/2020 SCHOOL YEAR

Background: During the 2018/2019 school year, the Fullerton School District worked closely with the Fullerton Elementary Teachers Association (FETA) to develop Memorandums of Understanding (MOU) on Evaluation, Physical Education, and Focus Teachers. These MOUs have since expired and the District and FETA wish to extend them for the 2019/2020 school year.

Evaluations: This MOU will extend the evaluation pilot for the 2019/2020 school year.

Physical Education: This MOU will continue to allow students the option of taking Physical Education classes through independent study for the 2019/2020 school year.

Focus Teachers: This MOU will allow the District to continue to hire Focus Teachers for the purpose of providing instruction and intervention to students related to a school's specific focus and available funding for the 2019/2020 school year.

Rationale: MOUs will provide clarity on implementation of certain initiatives.

Funding: Any costs would come from the respective sites' General Fund budget.

Recommendation: Approve Updated Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association for the 2019/2020 school year.

CH:nm
Attachments

MEMORANDUM OF UNDERSTANDING

Between the

Fullerton School District (FSD)

and the

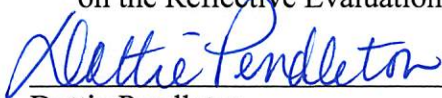
Fullerton Elementary Teachers Association (FETA)

October 7, 2019

Article 11 Evaluation Process – MOU Pilot 2019-2020 Implement Task Force Recommendations

1. The District and FETA agree that all staff, where appropriate based on assignment, will review appropriate student achievement data to determine areas of focus for goals based on “Guaranteed and Viable standards.”
2. The District and FETA agree that all certificated staff who are on cycle for evaluation will complete the Goals and Activities section of the Evaluation Form of all three focus areas based upon the appropriate Reflective Evaluation Form.
3. Certificated staff who are being evaluated will complete all sections of the reflective evaluation Form:
 - a. The completion of Part A section should be done through dialogue with the individual teacher or, where pertinent, the Subject matter team or PLC team.
 - b. Observations and data collection will take place for all staff throughout the year.
 - c. All observations for permanent certificated staff on evaluation cycle will consist of informal walk-throughs and feedback.
 - i. Probationary, temporary, intern, shall also participate in two (2) formal lesson observations.
 - ii. Permanent Certificated employees on an assistance plan, shall also participate in at least one (1) formal lesson observation.
 - iii. Formal lesson observations may consist of a pre and post lesson meeting, a written lesson plan, and a formal observation with the evaluator.
4. Should it be the determination of the evaluator that deficiencies exist in the performance of the teacher, the evaluator shall determine what remedial action is necessary. The evaluator shall make specific recommendations as to areas for improvement in the teacher’s performance and shall provide a program to assist in the correction of any deficiencies, and allow sufficient time to demonstrate satisfactory improvement.
5. Any teacher with permanent status who has received an assistance plan pursuant to Section 4 immediately above, who subsequently receives an overall performance evaluation rated as “At-Risk” shall be referred to the PAR Program as provided in Article 12.

- a. Teachers who are recommended for PAR will be noticed on page 1 (signature page) of the Reflective Evaluation Form and an assistance plan will be created.
6. Evaluator's feedback will be completed for each certificated staff who are being evaluated as listed below:
 - a. Probationary, temporary, intern, or under an assistance plan:
 - i. Part 2B – Mid-Year Administrator Feedback
 - ii. Part 3B – Year End Administrator Feedback
 - b. Permanent
 - i. Part 2B – Mid-Year Administrator Feedback (may be completed verbally upon mutual agreement between evaluator and certificated staff member)
 - ii. Part 3B – Year End Administrator Feedback
 7. All evaluation documents will be placed in the certificated staff's personnel file with all the protections and guidelines attributed to documents in the personnel file.
 8. At the request of the District and/or Association, the Evaluation Sub-Task Force will make mutually agreed upon adjustments in the form and plan throughout the year where deemed necessary.
 9. After all certificated staff have been evaluated using this new evaluation process, FETA and the District will extend the off-cycle period. Permanent certificated staff with ten (10) or more years of District experience in good standing will then be evaluated every three (3) years upon agreement by the administrator. The administrator may choose to evaluate the employee on a more frequent basis, or the unit member may require a more frequent evaluation.
 10. It is the current proposal that the three parts of the assessment form (Analysis and Strategic Planning, Mid Year Reflection and Feedback, Year End Reflection and Feedback) shall comprise a biennial evaluation (unless earned Permanent off-cycle status, as defined in number 9) for approximately one-half of each site or department's permanent certificated employees.
 11. All bargaining unit members who are probationary, temporary, intern, or under an assistance plan will be fully evaluated annually and will be noticed according to the timeline on the Reflective Evaluation Form. All bargaining unit members who are permanent will be fully evaluated biennially (unless meeting #9 criteria) and will be noticed according to the timeline on the Reflective Evaluation Form.



 Dottie Pendleton
 Negotiations Chairperson
 FETA

Date: 10/7/19



 Chad Hammitt, Ed.D.
 Assistant Superintendent
 Personnel Services

Date: 10/7/19

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

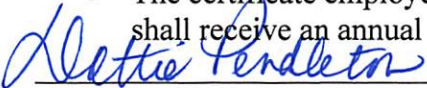
Fullerton Elementary Teachers Association (FETA)

October 7, 2019

For the 2019-2020 school year, the Fullerton School District (FSD) will be offering students the option of taking Physical Education classes through an independent study program for students in seventh (7th) and eighth (8th) grades as described in Board Policy 6142.7.

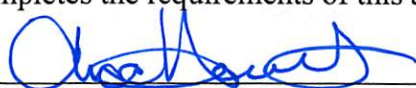
The students taking Physical Education classes through an independent study program need to have single subject physical education teacher as the supervisor. These procedures shall be followed for single subject physical education teachers supervising students in independent study physical education classes:

- An email will be sent to all certificated employees who have informed FSD that they hold a single subject physical education credential requesting that they respond regarding their interest in supervising students who choose to take Physical Education classes through an independent study program.
 - Certificated employees who do not respond by the date listed in the email will not be considered for this assignment(s).
 - Teachers will be selected using a rotating order seniority list from most senior to least senior. Teachers who declined an assignment when it is offered will be treated as if they had taken an assignment and moved to the bottom of the rotating seniority list.
- The certificated employee who accepts this assignment will be responsible for monitoring and verifying the ISPE activity logs for a maximum of ten (10) students who are taking Physical Education classes through an independent study program.
 - ISPE logs need to be reviewed, verified, and signed-off every trimester/semester.
 - ISPE logs will be sent to the Director of Administrative Service, Helene Morris, no later than one (1) week after the end of the trimester/semester.
 - Review of the ISPE logs should take maximum of fifteen (15) minutes per trimester/semester per student.
- The certificate employee who accepts and completes the requirements of this assignment shall receive an annual stipend of \$500.



Dottie Pendleton
Negotiations Chairperson
FETA

Date: 10/7/19



Chad Hammitt, Ed.D.
Assistant Superintendent,
Personnel Services

Date: 10/7/19

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

October 7, 2019

This agreement is entered into between the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA).

FSD and FETA have determined that it is in the best interest of all parties to establish a new certificated position, "Focus Teacher," for the purposes of providing instruction and intervention to students related to a school's specific focus and available site funds. A school's focus shall be determined by the school's Leadership Team and the site administrator with staff input.

FSD may employ certificated temporary employees with an appropriate credential as Focus Teachers pursuant to Education Code section 44909.

Between July 1, 2019 and June 30, 2020 such employment shall be up to one school year for a cumulative total not to exceed one hundred thirty (130) workdays and a total of or more than nineteen (19) hours per week and a cumulative total not to exceed five hundred seven (507) hours per school year. Such employees would be entitled to a 10-minute break during their work shift and the option of establishment of an unpaid thirty (30) minute duty-free lunch period by mutual agreement between the Focus Teacher and the principal.

Service as a Focus Teacher shall not be included in computing the service required to become a permanent certificated employee of FSD. A Focus Teacher will be credited for one (1) year of teaching experience for every two (2) years of consecutive service as a Focus Teacher with the District if the employee has worked one hundred thirty (130) days and at least three and three-quarters (3.75) hours per day in each previous school year and is subsequently employed by FSD in a contracted position paid on the Certificated Salary Schedule.

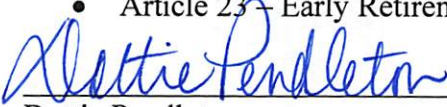
A Focus Teacher may apply for open positions in FSD during his/her temporary contract period and will be released from the Focus Teacher contract if offered such position.

Focus Teachers shall be compensated at the hourly rate of Step 1 Column 1 on the Certificated Salary Schedule (\$38.20 for the 2019-2020 school year).

Focus Teachers will be evaluated under the provisions of the Evaluation Memorandum of Understanding between FSD and FETA dated October 7, 2020.

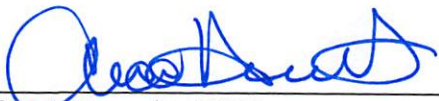
The Focus Teacher shall be covered by the terms and provisions of the contract between FSD and FETA except as follows:

- Article 8 – Hours of Employment
- Article 9 – Work Year
- Article 10 - Transfers
- Article 12 – Peer Assistance and Review
- Article 16 - Salaries
- Article 17 – Fringe Benefits
- Article 23 – Early Retirement



Dottie Pendleton
Negotiations Chairperson
FETA

Date: 10/7/19



Chad Hammitt, Ed.D.
Assistant Superintendent,
Personnel Services

Date: 10/7/19

CONSENT ITEM

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Patricia Chiles, Program Coordinator, Educational Services

SUBJECT: **APPROVE GATE PROGRAM COORDINATOR AND GATE TALENT ACADEMY COORDINATOR TO ATTEND THE 2019 NATIONAL ASSOCIATION FOR GIFTED CHILDREN (NAGC) 66th ANNUAL CONVENTION IN ALBUQUERQUE, NEW MEXICO FROM NOVEMBER 7-10, 2019**

Background: The National Association for Gifted (NAGC) 66th Annual Convention and Conference is a 4-day national event held in Albuquerque, New Mexico. The National Association for Gifted Children connects and empowers educators and parents to meet the unique needs of gifted and talented individuals through awareness, advocacy and action. National Association for Gifted Children is the nation's largest advocacy group for gifted and talented children.

Rationale: NAGC is the premier GATE Association in the United States. The conference will provide a wonderful opportunity to network, promote, and inform the nation and world about the exceptional learning, innovations, and great teaching practices at the Fullerton School District. NAGC will offer a forum to learn from and collaborate with colleagues from around the world. Mrs. Chiles and Mr. Petris will also be able to discover what other GATE educators are doing in their districts and gain new knowledge and inspiration to bring back and share with our Fullerton teachers.

Funding: Cost is not to exceed \$3,000.00 and is to be paid from GATE funds (115).

Recommendation: Approve GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019.

JL:PC:to

FULLERTON SCHOOL DISTRICT

DISCUSSION ITEM

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **FIRST READING OF RESOLUTIONS AND FULL PROPOSITION
PRESENTED BY THE VOTERS BY THE FULLERTON SCHOOL DISTRICT**

Background: In order for the Board to submit to the electors of the District the question of whether bonds of the District in an aggregate principal amount be issued and sold for the purpose of raising money for facility projects within the Fullerton School District, a Resolution must be approved by no less than 4 of the 5 Board Members

Rationale: Current Local, State and Federal funding is inadequate to meet facility infrastructure needs within the District to upgrade, repair, expand, and better equip facilities within the District to improve student learning opportunities, improve student safety and campus security, and make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials.

Funding: To be determined by total cost of holding an election paid from the General Fund.

Recommendation: Staff is not making a recommendation on Version A or Version B of the Resolutions. Staff is merely presenting the criteria of the Orange County Taxpayers Association.

RC:cs
Attachments

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A,” incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits “A” and “B” are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries, computers, vehicles, technology items, or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B,” evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens’ Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens’ Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens’ Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens’ Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens’ organization; One member who is active in a taxpayer association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

(i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);

(ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;

(iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;

(iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution;

(g) that the Board does not plan to build and maintain its bond-financed facilities under a Project Labor Agreement;

(h) that the Board will maintain a reserve of 3% of general funds for economic uncertainties;

(i) that the Board will budget 2% - 3% of its operating revenues for maintenance of facilities;

(j) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;

(k) that the Board will adopt a No Pay-to-Play policy;

(l) that bonds will be issued via competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this ____ day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

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Version A

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the ___ day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

SB 268

“To repair aging classrooms and facilities at Fullerton elementary and middle schools including deteriorating roofs, plumbing, electrical systems; remove hazardous materials like asbestos; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites and facilities to support student achievement in science, math, engineering, arts, and technology; shall Fullerton School District issue \$198,000,000 in bonds at legal rates (see voter guide for tax rate information), with citizen oversight and all money staying local?”

Shall this measure be adopted: _____ Yes

_____ No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. [The District also prepared a 2019 Master Facilities Plan, which is incorporated herein in its entirety.] The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and technology infrastructure up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

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Version A

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND TECHNOLOGY

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and technology infrastructure up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS**School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes**

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology infrastructure to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security

fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND INDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE

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Version A

THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries, computers, vehicles, technology items, or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens' organization; One member who is active in a taxpayer association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

- (i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);
 - (ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;
 - (iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;
 - (iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and
- (f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution;
- (g) that the Board will maintain a reserve of 3% of general funds for economic uncertainties;
- (h) that the Board will budget 2% - 3% of its operating revenues for maintenance of facilities;
- (i) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;
- (j) that the Board will adopt a No Pay-to-Play policy;
- (k) that bonds will be issued via competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the

maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this ____ day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

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Version B

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the ___ day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

SB 268

“To repair aging classrooms and facilities at Fullerton elementary and middle schools including deteriorating roofs, plumbing, electrical systems; remove hazardous materials like asbestos; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites and facilities to support student achievement in science, math, engineering, arts, and technology; shall Fullerton School District issue \$198,000,000 in bonds at legal rates (see voter guide for tax rate information), with citizen oversight and all money staying local?”

Shall this measure be adopted: _____ Yes

_____ No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. [The District also prepared a 2019 Master Facilities Plan, which is incorporated herein in its entirety.] The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and technology infrastructure up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

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Version B

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND TECHNOLOGY

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and technology infrastructure up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS**School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes**

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology infrastructure to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security

fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND INDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE

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Version B

THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

ADMINISTRATIVE REPORT

DATE: October 15, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Director, Educational Services
SUBJECT: CALIFORNIA DASHBOARD LOCAL INDICATORS BOARD REPORT

Background: Based on the Local Control Funding Formula (LCFF), California has a new accountability system that is based on multiple measures. These measures are used to determine local educational agency (LEA) and school progress toward meeting the needs of their students. Performance on these multiple measures will be reported through the new California School Dashboard. This new accountability system is an online tool that reports on multiple measures, including local and State indicators.

Rationale: Staff from Educational Services and Personnel departments will present a review of the local indicators used to measure five LCAP priorities: basic conditions at school, implementation of State academic standards, parent engagement, school climate, and access to a broad course of study.

Funding: Not applicable.

Recommendation: Not applicable.

JL:SC:nm

ADMINISTRATIVE REPORT

DATE: October 15, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: FIRST READING OF REVISED PUPIL ATTENDANCE CALENDARS FOR THE 2020/2021 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of parents, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations.

The 2020/2021 Pupil Attendance Calendar was initially board-approved on March 12, 2019. It identified Friday, February 12, 2021 as Lincoln's Holiday and Monday, February 15, 2021 as President's Day, which created a 4-day weekend for that time period. The District historically recognized both holidays on Mondays. The change to this practice was made to be in alignment with Fullerton Joint Union High School District (FJUHSD).

FJUHSD has subsequently modified its attendance calendar for the 2020/2021 school year and has reverted back to recognizing both holidays on a Monday.

Rationale: Aligning the District's Pupil Attendance Calendar with the high school's calendar helps to reduce student absences. A finalized, posted calendar will also enable the District's many offices to begin preparation for the 2020/2021 academic year in a timely manner and will allow the District's community members and families to plan accordingly as well.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

Fullerton School District 2020/2021 Pupil Attendance Calendar

July 2020

4 Independence Day

August 2020

7 Teachers First Day
10 Staff Development
11 All Students Return

September 2020

7 Labor Day
23 Staff Development

October 2020

12 Staff Development

November 2020

11 Veterans' Day Recognition
23 - 27 Thanksgiving Break

December 2020

18 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
21 - 31 Winter Recess

July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						

January 2021

January 2021

1 New Year's Day
4 Records Day (Jr. High)
Staff Development (Elem.)
5 All Students Return
18 Martin Luther King Jr. Day

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

February 2021

February 2021

8 Lincoln's Holiday Observed
15 Presidents' Holiday

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

March 2021

March 2021

22 - 26 Spring Break

October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

April 2021

April 2021

November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

May 2021

May 2021






28 Last Day of School for all
students
31 Memorial Day

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

June 2021

June 2021

-  Students Return
-  Staff Development Day/Conference Day/Records Day (no student attendance)
-  Non Student Day
-  Students' Last Day
-  Holiday/Breaks (no student attendance)

Quarters (7-8)

Aug. 11 - Oct. 9 (42 days)
Oct. 13 - Dec. 17 (42 days)
Jan. 5 - Mar. 12 (46 days)
Mar. 15 - May 28 (50 days)

Trimesters (K-6)

Aug. 11 - Nov. 6 (61 days)
Nov. 9 - Feb. 26 (59 days)
Mar. 1 - May 28 (60 days)

Misc. Dates

Fall Conference Week: September 21-25, 2020

Pre-K-6 = Minimum Day

Jr. High Fall Conference: TBD

Spring Conference Week: March 8 - 12, 2021

Pre-K-6 = Minimum Day

Jr. High Spring Conference: TBD

180 Student Days

drafted 12/10/2018

185 Teacher Work Days (*new teachers work 186 days*)

Board Approved:

REVISED: 10/08/2019

March 12, 2019

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, February 11, 2020
6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order 6:01 p.m. and Troop 6017 led the pledge of allegiance to the flag.

Board Members Present: Beverly Berryman, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Board Member Absent: Janny Meyer

Administration Present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt, Julienne Lee

Recognitions:

Rolling Hills School Report

Juleen Faur, Principal of Rolling Hills School, provided a presentation of Rolling Hills School based on the theme of kindness. Mrs. Faur presented a student made video based on Kindness.

Rolling Hills was recently recognized as a Kindness Certified School. This presentation featured three students and their experiences with the school's Speech and Debate club. Students explained the process of competing in a speech and debate tournament, and the benefits of it, such as gaining experience in public speaking, and making new friends. Also highlighted were the service learning projects, special programs, and parent and community engagement opportunities.

Jill Riley, California Middle Schools Region 11 Teacher of the Year

Tempora Wise, Interim Assistant Principal at Ladera Vista Junior High School of the Arts, presented the California Middle Schools Region 11 Teacher of the Year Award to Jill Riley. Mr. Lynch was not able to attend the meeting, as he is currently giving a school tour to prospective parents and students. This award is presented to a teacher who exemplifies educational excellence and has made significant efforts to implement elements of educational reform.

Jacqueline Gallardo-Hoffmaster, Professional School Counselor

Linda Beecher, Assistant Principal at Robert C. Fisler School, presented Professional School Counselor recognition to Jacqueline Gallardo-Hoffmaster. This recognition is to spotlight and celebrate school counselors who work tirelessly to support the needs of students in academics, social emotional development, and college and career development as part of the Multi-Tiered System of Support framework.

Trustee Vazquez noted that last week was national Counselors week, and explained that we recognize the importance of counselors in our students' education.

Catch Me at My Best Recipients

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Trish Bellings nominated by Jeremy Davis for the core value of Empathy. Cristina Arambula nominated by Tatiana Ortega for the core value of Collaboration and Empathy. Blanca Arellano nominated by Tatiana Ortega for the core value of Collaboration and Empathy. Wesley Hatton was for the core values of Integrity and Collaboration. Each recipient was recognized for a Fullerton School District Core Value.

SARB Recognitions

Helene Morris, Director of Administrative Services, presented three students with SARB Recognitions for incredible improvements in attendance. A Kindergarten student at Maple, a second grade student at Valencia Park, and an eighth grade student at Nicolas Junior High Schools. Mrs. Morris was joined in these recognitions by Robyn Clemente, Principal at Nicolas Junior High School, Rachael McCormick, Assistant Principal at Nicolas Junior High School, Anthony Abney, Principal at Maple School, and Lauren Nguyen, Assistant Principal at Valencia Park School.

Above and Beyond Recipients

Michael Burns, Director of Nutrition Services, presented Above and Beyond recipients: Barbara Masterson, Carolyn McGahey, and Nancy Nava. This recognition is for community members that do more than what is expected. The three individuals being recognized were the ones who nominated the schools to receive an incredible donation from MedRev to pay off student's lunch debt.

Superintendent's Report

Dr. Pletka shared that the Distinguished Schools recipients were honored at the Disneyland Hotel. The schools receiving the award were Robert C. Fidler, Acacia and Laguna Road Schools.

Dr. Pletka provided a solar update. The District is currently finishing up at Golden Hill and Fern Drive Schools. The next upcoming schools are Sunset Lane and Commonwealth Schools, followed by the District office. The District is focusing on being good stewards of the environment and the anticipated electricity cost savings is \$1.5 million per year.

Information from the Board of Trustees

Trustee Thakur- He reported that he had the pleasure of judging at FSD Fest for Civic Endeavors. He was pleased with the student presentations and their understanding of corporate structure and debt. Congratulations to Nicolas for their team placing first in the competition. Trustee Thakur also acknowledged the parenting OC Top Teachers and Employees. He offered congratulations on the success of the Area 1 Block Party. He was hoping that the District would do this again next year. Trustee Thakur spoke about the functionality of the FSD App and requested the number of downloads.

Trustee Sugarman- She expressed thanks for FSD Fest, and mentioned that our students and staff are truly amazing, and that there is much hope for the future. She spoke about the Civic Engagement project that proposed an application with one button for senior citizens to easily use electronic devices. She was impressed with the E-Games where both parents and students were engaged and involved. Trustee Sugarman appreciated how the students and parents were both enthusiastic about their learning. She mentioned the mental health conference she

attended and the awareness of knowing about stress, taking action, and how to address it as a unit. Trustee Sugarman is very appreciative for the opportunity to attend.

Trustee Berryman- She spoke about the Celebration of the Arts Eccellenza and that it is a pleasure to always attend this event. She thought FSD Fest was remarkable with a lot of people in attendance, around 2,000 people. She was impressed with the Robotics, Spotlight Speakers, and other amazing things we are doing, especially the activities that involve all our school sites. She offered thanks to staff for their efforts to focus students on the area of Kindness, especially in the era that we are living in.

President Vazquez- She expressed the same sentiment as her fellow Board Members. She also acknowledged the Mardi Gras tournament and thanked everyone for supporting the growth of our students.

Trustee Meyer - Absent, No Report.

Dr. Chad Hammitt noted that two Maple employees, Cristina Arambula and Blanca Arrellano stayed after school with a student whose parents had car trouble. Ms. Arrellano went up to accept her certificate of recognition. Ms. Arambula was unable to attend.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC - Mrs. Nuncci attended the CABA conference and shared that it was a pleasure to attend with other parents and learn about what the District is doing for our students. Mrs. Nunci said that she knows this is what makes our District so wonderful. Many parents are Spanish speakers, and it is nice to see collaboration and how we empower students in their learning. Mrs. Nunci thanked Ms. Julianne Lee and Rosanna Fonseca for their consideration. The next DELAC meeting is on February 21, 2020 at Robert C. Fisler School.

PTA Council - Christy Carter shared that on January 28, 2020, the Fullerton Council PTA voted to support both Measure J (for Fullerton Elementary School District) and Measure K (for Fullerton Joint Union High School District). She noted that with PTA's mission of positively impacting the lives of all children, they feel that both of these measures will help provide a safe place for students to learn and facilities needed to keep pace with 21st century opportunities.

FETA - Marc Jacobs spoke about modifying instruction to meet the needs of all students and the teachers reflective process. Mr. Jacobs would like to recognize teachers who supported the Mardi Gras event on February 2, 2020. He thanked Jeremy Davis and his numerous staff who participated in FSD Fest and made it a success. Mr. Jacobs provided an update about the discussion on at risk behaviors, possible strategies, and preparing students for success. This includes unidentified RFP and SPED students and how this is affecting instruction for these students. Mr. Jacobs stated that FETA is fully supportive of FSD in their efforts to pass Measure J on March 3, 2020.

CSEA - Tonya Belleque shared that CSEA is pleased to share that they have encouraged their members to vote yes on Measure J. CSEA is participating in precinct walking, phone banking, and placing lawn signs. On January 29, 2020, the focus was on "not letting each other fail" and working with positivity, safety, and conversation. Ms. Belleque shared that paraeducators from every school are participating in the BITA (Behavioral Intervention Therapist Assistant) Conference on March 17-19, 2020. The focus of this conference is on maximizing student engagement, the rage cycle, and making math fun.

FESMA - Robin Gilligan thanked Tonya Belleque for working with the PAL group. She shared that the ACSA meeting honored Boyd Houser at the county level for his accomplishments. Ms. Gilligan shared that February 16-21, 2020 is officially recognized as Kindness Week! Please support the schools by taking a "kindness photo."

Public Comments

Paulette Chaffee, community member, attended Eccellenza at Ladera Vista Junior High School of the Arts and was impressed with the students and schools. Mrs. Chaffee is a board member for All the Arts for All the Kids, and is indicative of all of the support of all community members. She also attended the Community Block Party at Nicolas Junior High and FSD Fest, and applauded the District for their work on both events. Mrs. Chaffee acknowledged FSD or our collaboration in helping other school districts as well. Dr. Pletka thanked Mrs. Chaffee for her commitment and support of the All the Arts for All the Kids program.

Ms. Egleth Nuncci spoke as a parent, fully supportive of Measure J. She shared that we cannot put a price on the safety of the children. She added that there are negative rumors, but that she has no doubt in the hard work and integrity of the school district. Ms. Nuncci stated that there is a need for new facilities and the funds will be distributed proportionately. She shared that we have to work hard to create unity. She said that many are against Measure J, but that we have to do this for the future of our children. Ms. Nuncci thanked the Executive Cabinet and Trustee Vazquez for their undivided support. Our children deserve for us to leave a legacy for them.

Approve Minutes

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve minutes of the Regular meeting on January 14, 2020.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Hilda Sugarman, seconded by Aaruni Thakur, and carried 4-0 to approve the consent items.

Trustee Sugarman requested to discuss/comment on the following board items:

Board Item #1b - She shared that we have almost \$150,000 in donations for our parents and students in the community. This is possibly the highest amount of donations that she has seen in one month.

Board Item #1l - digitizing the plans and noted that this is a good idea.

Board Item #1t - giving internet to families who cannot afford it and how wonderful this is.

Board Item #1x - \$95,000 preschool grant, and offered congratulations to Marilee Cosgrove and her team.

Board Item #1jj - recognizing Cesar Chavez and people who fight for our country.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0047 through N22C0051, N22D0267 through N22D0275, N22E0179 through N22E0221, N22M0212 through N22M0231, N22R0838 through N22R0882, N22S0011, N22V0096 through N22V0107, N22X0377 through N22X0378 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220382 through 220437 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 125989 through 126429 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14092 through 14144 for the 2019/2020 school year.

1g. Approve renewal agreement with eFileCabinet effective February 12, 2020 through February 28, 2021.

1h. Approve/Ratify New Retainer Agreement for legal services with Lozano Smith, Attorneys at Law, effective January 21, 2020 through June 30, 2020 and adjusted rate effective July 1, 2020.

1i. Approve/Ratify warrant numbered 1127 for the 2019/2020 school year.

1j. Approve/Ratify warrant numbered 1210 for the 2019/2020 school year.

1k. Adopt resolutions numbered 19/20-B022 through 19/20-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve the agreement for the digitizing and indexing for the collection of documents between Fullerton School District and ARC Document Solutions.

1m. Approve Contract for the purchase of DSA preapproved shade structures from Fullerton Joint Union High School District piggybackable bid No. 1819-11 awarded to Shade Structure, Inc. DBA USA Shade and Fabric Structures, through June 30, 2024.

1n. Approve Notice of Completion for New Dimension General Construction for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

1o. Approve Notice of Completion for KYA Services, LLC for Valencia Park Elementary Playfield Improvements Re-Bid.

1p. Award contract for Transportation Department Modular Building, FSD-19-20-MF-03 RE-

BID, for the installation of a new modular classroom building to BuiltALL Construction.

1q. Approve Independent Contractor Agreement with Paul Flowers, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.

1r. Approve/Ratify Classified Personnel Report.

1s. Approve Renewed Placement Agreement with Brandman University effective March 1, 2020, through March 1, 2023.

1t. Approve MOU between Fullerton School District, California Emerging Technology Fund, and Human I-T affordable home Internet access program from February 15, 2020 through February 15, 2021.

1u. Approve agreement between the Fullerton School District and Sky Technology Solutions for the purchase of district wide cabling services, beginning July 1, 2020 through June 30, 2024.

1v. Approve New Partnership Agreement between the Fullerton School District and PermissionClick.

1w. Approve out-of-state attendance for twenty students and six coaches to attend the Speech and Debate Nationals in Albuquerque, New Mexico, from June 13-20, 2020.

1x. Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2019 through June 30, 2020.

1y. Approve out-of-state conference attendance for Maria Escobar (Cotsen Mentor), Judith Beleber, Georgina Mojica (Cotsen Fellows at Raymond), and Danielle Bagger (Cotsen Fellow at Laguna Road) to attend the Teachers College Writing Institute at Columbia University in New York from June 22-26, 2020.

1z. Approve Independent Contractor Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School from March 12, 2020 through May 21, 2020.

1aa. Approve out-of-state conference for three Educational Services staff to attend the Advanced Placement (AP) Annual conference in Boston, MA, from July 16-19, 2020.

1bb. Approve/ratify out-of-state attendance for Ladera Vista Junior High School of the Arts teacher, Darcy Blake, to attend the American Association of Teachers of French Conference in Philadelphia, PA, from July 14-17, 2019.

1cc. Approve Agreement between Fullerton School District and Growing Educators to provide professional development for Beechwood teachers on February 25, 2020, February 27, 2020, and April 8, 2020.

1dd. Approve out-of-state conference for Nicolas Junior High School Band Director, Patrick Mora, to attend the Texas Music Educators Association Convention in San Antonio, Texas, from February 12-15, 2020.

1ee. Approve Agreement between Fullerton School District and Fullerton Education Foundation to provide professional development for Marzano HRS training with Dr. Phil Warrick at Sunset Lane School on May 8, 2020.

1ff. Approve adoption of Discovery Education's *Science Techbook* for grades Transitional Kindergarten (TK) – 6th grade to support implementation of the California State Standards (CA-NGSS).

1gg. Approve/Ratify Addendum for staff to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, from November 13-16, 2019.

1hh. Approve out-of-state conference for two Educational Services staff to attend the National Math Summit in Chicago, Illinois, from April 27-29, 2020.

1ii. Approve out-of-state conference for nine staff members to attend the McMicken School in the Highline School District in Seattle, Washington, on April 28, 2020.

1jj. Adopt Resolution #19/20-13 recognizing March 31, 2020, as Cesar Chavez Day.

1kk. Approve out-of-state conference for Dr. Robert Pletka to attend the International Technology and Engineering Educators Association (ITEEA) Conference in Baltimore, Maryland, from March 12-14, 2020.

Discussion/Action Items:

2a. Approve new and revised Board Policies

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students
BP 5131.2 – Anti-Bullying

It was moved by Aaruni Thakur, seconded by Bev Berryman, and carried 4-0 to Approve new and revised Board Policies BP 4151, 4251, 4351, 4218, 4033, 4216 and 5131.2

2b. Approve Pupil Attendance Calendar for the 2021/2022 school year.

It was moved by Beverly Berryman, seconded by Aaruni Thakur, and carried 3-0-1 (Trustee Sugarman abstained) to Approve Pupil Attendance Calendar for the 2021/2022 school year.

2c. Approve Emergency Resolution #19/20-12 to approve entering into contracts for services related to Laguna Road School.

Dr. Pletka explained there was a fire in the Media Center at Laguna Road School and that we will need to bring in portables to provide appropriate learning spaces for our students. He mentioned that this would be a temporary solution. Dr. Rob Coghlan noted that for an emergency resolution to pass, we do need a unanimous vote from the board of trustees.

Trustee Vazquez inquired on how this work would be accomplished. Dr. Coghlan invited Scott Schlabz, Director of Facilities, Maintenance and Operations, to speak at the podium and explain this process. Scott Schlabz explained that we possibly won't need to go through the DSA process, and that he has been working with Laurie Bruneau and ASCIP to finalize a plan. He said that if we have to go through a DSA process, it would take longer than the renovations themselves. We could have the portables occupiable in about 3 weeks, if we get good cooperation from SCE to get power to the portables. Engineers and architects are drawing up the plan. There is an extensive list of items that were damaged (computers, books, carpet, etc) due to the smoke from the fire.

Trustee Berryman noted that we would want to do these repairs with the most minimal interruption to the school day.

Trustee Vazquez thanked Dr. Rob for keeping the board informed and updated on this emergency.

It was moved by Aaruni Thakur, seconded by Hilda Sugarman, and carried unanimously, 4-0 to Approve Emergency Resolution #19/20-12 to approve entering into contracts for services related to Laguna Road Elementary School.

Administrative Report:

3a. First Reading of New and Revised Board Policies

New:

Personnel

BP 4131 – Staff Development

BP 4136 – Non-school Employment

BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel

BP 4139– Peer Assistance Review

Dr. Hammitt noted that before PAR (Peer Assistance Review) was funded as a separate item, so we want to make sure to clearly define the change with this revised board policy. Mrs. Berryman noted that our commitment for growth and staff development is shown by the development of these board policies.

This is the first reading of New and Revised Board Policies. Approval for these Board Policies will be presented at the March 10, 2020 Board Meeting.

Presentation

Sue Albano, Director of Education Services, presented the English Learner Roadmap. Mrs. Albano provided all Board members with a folder with information on the English Learner Roadmap. She shared that this plan was adopted by the state of California by the group Californians Together. FSD has the document in place and worked to align them with the state standards. It looks at research and best practices to be inclusive and celebrate diversity along with effective instruction.

Mrs. Albano provided the State Board Policy and a one page handout speaking to the Principles, vision, mission, resources, current implementation, four elements included, FSD current practices to help support principles and a draft of a three-year plan. Rosanna Fonseca, Coordinator in Education Services, shared the principles, current practices and action steps.

Trustee Vazquez asked a question regarding Tier 1 and how we have advertised it to parents. Ms. Sue Albano explained that we have targeted parents by inviting them to participate in DELAC and Champions for Children, and assure families of the benefits of participating in these programs. Trustee Sugarman stated that test results for English Learners were amazing.

Dr. Julianne Lee noted that one of our principal pointed out to her that one of the best pieces of professional development was evident when she visited the ELD program at Maple.

Trustee Thakur inquired if there are different campuses using different methods. Ms. Julianne Lee stated that our district stands by what is adopted by the state, but we are supportive of different methods so long as schools are meeting all the identified goals. This applies across any standard, not just for English Learners. She also noted that there is a Multilingual pathways committee, where plans are discussed on the opportunity for students to learn as multi language learners. This is a new cultural model of not just dual immersion, but multilanguage learning.

Dr. Pletka acknowledged that there are gaps and differing opinions on this topic, but that we would like to provide guidance for all of our teachers and students.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Dr. Pletka noted that we would like to bring back the mental health component through the LCAP process and will give a preliminary taste of what we might see through this initiative. He has had extensive conversations with Robin Gilligan and Mark Jacobs and would like to further collaborate on this issue.

Trustee Sugarman asked that the communique include information on programs for Korean teaching and what is working. Also, if it is effective, she asked if it can be expanded for Spanish speaking. Trustee Thakur requested that the communique include information about Dual

Language Academy for Raymond as well.

President Vazquez adjourned the Regular meeting on February 11, 2020 at 8:10 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, March 10, 2020
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:00 p.m.- Call to Order, Pledge of Allegiance

Public Comments

5:00 p.m.- Recess to Closed Session – Agenda:

Conference with Legal Counsel- Anticipated Litigation:

Significant exposure to litigation pursuant to Government Code sections 54956.9 (a) and (d)(2).

Existing facts and circumstances pursuant to Government Code section 54956.9 (e)(3).

•Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Introduction/Recognition

Wonder of Water Student Recipients

Catch Me at My Best Recipients

Orangethorpe Teach Rock Partner School and Multi-age Video Contest Winners

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting February 11, 2020

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0052 through N22C0067, N22D0276 through N22D0309, N22E0222 through N22E0274, N22M0232 through N22M0257, N22R0883 through N22R0988, N22V0108 through N22V0121, N22X0379 through N22X0384, and N22Y0083 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220438 through 220502 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 126430 through 126859 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14145 through 14191 for the 2019/2020 school year.

1g. Approve/Ratify New Affiliation Agreement in Communication Sciences and Disorders with Chapman University effective January 6, 2020 through January 6, 2023.

1h. Approve New Practicum/Fieldwork Agreement in School Counseling with Concordia University effective March 11, 2020 through March 11, 2023.

1i. Approve/Ratify Addendum to the Agreement between Fullerton School District and Active Steps effective March 11, 2020 through June 30, 2020.

1j. Approve Classified tuition reimbursement.

1k. Approve/Ratify warrant numbered 1211 for the 2019/2020 school year.

1l. Approve the piggyback Bid Number 1512 from Garden Grove Unified School District for district-wide rental/or purchase of relocatable modular buildings from SKC Company Inc.

1m. Adopt resolutions numbered 19/20-B025 through 19/20-B026 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Approve Notice of Completion for 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

1o. Approve independent contractor agreement with OMB Electrical Engineers, Inc., for electrical engineering services from March 11, 2020 to July 01, 2021.

1p. Approve Notice of Completion for KYA Services, LLC for the repair and replacement of items in classroom number 12 located within Raymond Elementary School.

1q. Approve Agreement between Fullerton School District and Advantage Communications for the summer enrichment Speech and Debate Program at Nicolas Junior High School from June 29, 2020 through July 10, 2020.

1r. Approve Agreement between Fullerton School District and Winnow+Glean for the graphic design and public relations experience class at Parks Junior High from March 16, 2020 through May 21, 2020.

1s. Approve/Ratify Addendum to the Agreement between Fullerton School District and Hollar Speech and Language Services effective March 11, 2020 through June 30, 2020.

1t. Approve/Ratify Addendum to the Agreement between Fullerton School District and Perry Passaro, MD, effective March 11, 2020 through June 30, 2020.

1u. Approve independent contractor agreement to provide nutrition services transporter services with Agape Worldwide Logistics, Inc. to the Fullerton School District, through June 30, 2020.

1v. Approve out-of-state conference for two staff members from Innovation and Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 27 – 30, 2020.

1w. Award a contract to Rug-ed Products, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-18-00-0120B, for the purchase of non-information technology commodities.

Discussion/Action Items:

2a. Approve New and Revised Board Policies

New:

Personnel

BP 4131 – Staff Development

BP 4136 – Non-school Employment

BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel

BP 4139– Peer Assistance Review

2b. Approve the District's Second Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations in the current and subsequent two fiscal years.

Public Hearing:

Conduct a Public Hearing on the subject of dedicating such easements to Brandywine-Homes and Adopt the attached Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School

District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

2c. Conduct a public hearing on the subject of dedicating such easements to Brandywine-Homes and approve Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

2d. Approve 2020 California School Boards Association (CSBA) Delegate Assembly Election candidates.

Presentation:

Social Emotional/Mental Health Accountability

Discussion Only:

Increase employment stability of Instructional Aides

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, April 14, 2020, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects end of temporary assignment(s), extra hour(s), stipend(s), reassignment(s), resignation(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	3682		Parks	Teacher	Admin Reassign	Column IV, Step 13	7/1/20
794	Salaria	Francis	Acacia	Focus Teacher	Extra Hours	Approve contracted Focus Teacher hourly rate NTE fifty five (55) hours for certificated employee to work an additional ten days. Budget #0130210101-1101	03/30/20-04/30/20
	Balestra	Natalia	Certificated Personnel	Substitute Teacher	New Hire		2/28/20
	Cheng	Katlyn	Certificated Personnel	Substitute Teacher	New Hire		2/26/20
	Cordova	Nicholas	Certificated Personnel	Substitute Teacher	New Hire		1/31/20
	Cothron	Krystal	Certificated Personnel	Substitute Teacher	New Hire		2/13/20
	Dang	Stephanie	Certificated Personnel	Substitute Teacher	New Hire		2/11/20
	Del Crognale	Catherine	Certificated Personnel	Substitute Teacher	New Hire		2/6/20
	Dorantes	Jessica	Certificated Personnel	Substitute Teacher	New Hire		2/26/20
	Fain	Erika	Certificated Personnel	Substitute Teacher	New Hire		2/12/20
	Gregory	John	Certificated Personnel	Substitute Teacher	New Hire		2/7/20
	Jeong	Grace	Certificated Personnel	Substitute Teacher	New Hire		2/5/20
	Jones	Meighen	Certificated Personnel	Substitute Teacher	New Hire		2/26/20
	Kim	Esther	Certificated Personnel	Substitute Teacher	New Hire		2/3/20
	Kronenfeld	Rachel	Certificated Personnel	Substitute Teacher	New Hire		2/28/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Ligon	Tamara	Certificated Personnel	Substitute Teacher	New Hire		2/4/20
	Lupini	Cristina	Certificated Personnel	Substitute Teacher	New Hire		2/6/20
	Norris	Evan	Certificated Personnel	Substitute Teacher	New Hire		2/12/20
	Ober	Marissa	Certificated Personnel	Substitute Teacher	New Hire		2/13/20
	Schade	Grace	Certificated Personnel	Substitute Teacher	New Hire		2/4/20
	Schmidt	David	Certificated Personnel	Substitute Teacher	New Hire		2/27/20
	Song	Hana	Certificated Personnel	Substitute Teacher	New Hire		2/3/20
	Tan	Colleen	Certificated Personnel	Substitute Teacher	New Hire		2/3/20
	Ybarra	Gabrielle	Certificated Personnel	Substitute Teacher	New Hire		2/5/20
	Yuvienco	Nicolis	Certificated Personnel	Substitute Teacher	New Hire		2/12/20
635	Escobar	Maria Guadalupe	Raymond	Teacher	Reassign	Certificated employee will be reassigned to DLA teacher effective 08/07/20.	8/7/20
	7494		Pacific Drive	Teacher	Resignation		5/29/20
	5231		Nicolas	Teacher	Resignation		5/29/20
	Jordan	Monica	Student Support	Nurse	Resignation		5/29/20
	7524		Educational Services	Program Specialist	Resignation		6/30/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
803	Bordy	Sandra	Educational Services	Teacher	Stipend	Approve stipend of \$750 for certificated employee to participate as Mentor teacher in Induction Program. Stipend to be paid at the end of March 2020. Budget #013555223-1901	08/12/19-02/28/20
839	Bradley	Daryl	Fern	Teacher	Stipend	Approve stipend of \$480 for certificated employee to participate at 6th grade Science Camp. Budget #0111613101-1101	02/24/20-02/28/20
839	Conti	Joe	Fern	Teacher	Stipend	Approve stipend of \$480 for certificated employee to participate at 6th grade Science Camp. Budget #0111613101-1101	02/24/20-02/28/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
803	Garcia	Cynthia	Educational Services	Teacher	Stipend	Approve stipend of \$750 for certificated employee to participate as Mentor teacher in Induction Program. Stipend to be paid at the end of March 2020. Budget #013555223-1901	08/12/19-02/28/20
803	Kim	Tracy	Educational Services	Teacher	Stipend	Approve stipend of \$750 for certificated employee to participate as Mentor teacher in Induction Program. Stipend to be paid at the end of March 2020. Budget #013555223-1901	08/12/19-02/28/20
802	Lee	Sarah	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as Mentor teacher in Induction Program. Stipend to be paid at the end of March 2020. Budget #013555223-1901	08/12/19-02/28/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
801	Smith	Orba	Educational Services	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to participate as Mentor teacher in Induction Program. Stipend to be paid at the end of March 2020. Budget #013555223-1901	08/12/19-02/28/20
803	Williamson	Kyle	Educational Services	Teacher	Stipend	\$750 for certificated employee to participate as Mentor teacher in	08/12/19-02/28/20
	1515					End of Temporary Certificated Assignment	5/29/20
	1792					End of Temporary Certificated Assignment	5/29/20
	3789					End of Temporary Certificated Assignment	5/29/20
	4244					End of Temporary Certificated Assignment	5/29/20
	5482					End of Temporary Certificated Assignment	5/29/20
	6105					End of Temporary Certificated Assignment	5/29/20
	6112					End of Temporary Certificated Assignment	5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	6161					End of Temporary Certificated Assignment	5/29/20
	6325					End of Temporary Certificated Assignment	5/29/20
	6506					End of Temporary Certificated Assignment	5/29/20
	6580					End of Temporary Certificated Assignment	5/29/20
	6645					End of Temporary Certificated Assignment	5/29/20
	6918					End of Temporary Certificated Assignment	5/29/20
	7020					End of Temporary Certificated Assignment	5/29/20
	7205					End of Temporary Certificated Assignment	5/29/20
	7273					End of Temporary Certificated Assignment	5/29/20
	7294					End of Temporary Certificated Assignment	5/29/20
	7303					End of Temporary Certificated Assignment	5/29/20
	7304					End of Temporary Certificated Assignment	5/29/20
	7307					End of Temporary Certificated Assignment	5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	7349					End of Temporary Certificated Assignment	5/29/20
	7350					End of Temporary Certificated Assignment	5/29/20
	7416					End of Temporary Certificated Assignment	5/29/20
	7434					End of Temporary Certificated Assignment	5/29/20
	7457					End of Temporary Certificated Assignment	5/29/20
	7490					End of Temporary Certificated Assignment	5/29/20
	7491					End of Temporary Certificated Assignment	5/29/20
	7493					End of Temporary Certificated Assignment	5/29/20
	7497					End of Temporary Certificated Assignment	5/29/20
	7500					End of Temporary Certificated Assignment	5/29/20
	7513					End of Temporary Certificated Assignment	5/29/20
	7516					End of Temporary Certificated Assignment	5/29/20
	7518					End of Temporary Certificated Assignment	5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	7525					End of Temporary Certificated Assignment	5/29/20
	7528					End of Temporary Certificated Assignment	5/29/20
	7582					End of Temporary Certificated Assignment	5/29/20
	7644					End of Temporary Certificated Assignment	5/29/20
	7727					End of Temporary Certificated Assignment	5/29/20
	7739					End of Temporary Certificated Assignment	5/29/20
	7760					End of Temporary Certificated Assignment	5/29/20
	7795					End of Temporary Certificated Assignment	5/29/20
	7806					End of Temporary Certificated Assignment	5/29/20
	7868					End of Temporary Certificated Assignment	5/29/20
	7872					End of Temporary Certificated Assignment	5/29/20
	7876					End of Temporary Certificated Assignment	5/29/20
	7878					End of Temporary Certificated Assignment	5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	7896					End of Temporary Certificated Assignment	5/29/20
	7899					End of Temporary Certificated Assignment	5/29/20
	7940					End of Temporary Certificated Assignment	5/29/20
	7941					End of Temporary Certificated Assignment	5/29/20
	7977					End of Temporary Certificated Assignment	5/29/20
	8057					End of Temporary Certificated Assignment	5/29/20
	8064					End of Temporary Certificated Assignment	5/29/20
	8096					End of Temporary Certificated Assignment	5/29/20
	8143					End of Temporary Certificated Assignment	5/29/20
	8153					End of Temporary Certificated Assignment	5/29/20
	8166					End of Temporary Certificated Assignment	5/29/20
	8177					End of Temporary Certificated Assignment	5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MARCH 10, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
<p>This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on March 10, 2020.</p>							
<p style="text-align: center;">_____ Clerk/Secretary</p>							

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: March 10, 2020

SITE	DONOR	RELATIONSHIP	DONATION TYPE	PURPOSE	AMOUNT
Acacia	Chess Masters - After-School Enrichment Programs	Community Partner(s)	Monetary donation	School programs	\$145.00
Acacia	Samuri Academy	Community Partner(s)	Monetary donation	School programs	\$75.00
Acacia	Tritone Music Academy	Community Partner(s)	Monetary donation	School programs	\$160.00
District Office - Visual and Performing Arts Program	All the Arts for All the Kids Foundation	Community Partner(s)	Monetary donation	All the Arts for All the Kids Program	\$17,713.00
Fisler	Pimco Foundation	Community Partner(s)	Monetary donation	Instructional supplies	\$405.08
Fisler	Robert C. Fisler School PTSA	PTA	Monetary donation	All the Arts for All the Kids Program	\$1,350.00
Fisler	Wells Fargo Foundation Education Matching Gifts Program	Community Partner(s)	Monetary donation	Instructional supplies	\$60.00
Golden Hill	YourCause, LLC Trustee for Wells Fargo Community Support Campaign	Community Partner(s)	Monetary donation	School Climate programs	\$25.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary donation	Partial cost of iReady Licenses and Professional Development	\$9,000.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary donation	Apple TV's	\$4,174.24
Maple	Dietz & Watson	Community Partner(s)	Monetary donation	School programs	\$17,500.00
Nicolas Jr. High	Tushar and Chatani Nandwana	Community Partner(s)	Monetary donation	Donation for Robotics program supplies	\$612.00
Orangethorpe	Orangethorpe PTA	PTA	Monetary donation	Busing for Project Curiosity field trips	\$4,914.00
Pacific Drive	Fullerton Education Foundation	Community Partner(s)	Monetary donation	Legacy Grant (Nicole Smith)	\$1,000.00
Pacific Drive	Pacific Drive PTA	PTA	Monetary donation	Field trips	\$7,000.00
Pacific Drive	Target Field Trips Scholarship America	Community Partner(s)	Monetary donation	2nd grade field trip	\$700.00
Raymond	David and Connie Geisler	Community Partner(s)	Monetary donation	PBIS program	\$50.00
Rolling Hills	Diana Dawson	Parent(s)	Monetary donation	Donation for classroom supplies	\$85.00
Sunset Lane	Sunset Lane PTA	PTA	Monetary donation	All the Arts for All the Kids Program	\$1,950.00
Valencia Park	Valencia Park PTA	PTA	Monetary donation	All the Arts for All the Kids Program	\$1,425.00
Valencia Park	Valencia Park PTA	PTA	Monetary donation	6th Grade Science Camp	\$300.00
Woodcrest	Woodcrest PTA	PTA	Monetary donation	All the Arts for All the Kids Program	\$900.00

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0052 THROUGH N22C0067, N22D0276 THROUGH N22D0309, N22E0222 THROUGH N22E0274, N22M0232 THROUGH N22M0257, N22R0883 THROUGH N22R0988, N22V0108 THROUGH N22V0121, N22X0379 THROUGH N22X0384, AND N22Y0083 FOR THE 2019/2020 SCHOOL YEAR.

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0052 through N22C0067, N22D0276 through N22D0309, N22E0222 through N22E0274, N22M0232 through N22M0257, N22R0883 through N22R0988, N22V0108 through N22V0121, N22X0379 through N22X0384, and N22Y0083 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0052	CALIFORNIA SCHOOL PERSONNEL	2,300.00	2,300.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
N22C0053	ATKINSON ANDELSON LOYA RUDD RO	297.00	297.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
N22C0054	DOWNEY FOUNDATION FOR EDUCATIO	400.00	400.00	0130227101 5210	LCFF Suppl Instr Sunset Lane / Conferences and Meetings
N22C0055	CALIFORNIA SCHOOL PERSONNEL	1,160.00	1,160.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
N22C0056	ORANGE CNTY ASSOC FOR THE EDUC	1,400.00	1,400.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
N22C0057	ORANGE CNTY DEPARTMENT OF EDUC	50.00	50.00	0108655109 5210	Transitional Kinder Instr Dist / Conferences and Meetings
N22C0058	CALIFORNIA SPEECH AND HEARING	2,480.00	2,480.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0059	CALIFORNIA SPEECH AND HEARING	215.00	215.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0060	PESI HEALTHCARE	219.99	219.99	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0061	ELENACY CONSULTATION GROUP, TH	1,000.00	1,000.00	0125554391 5210	LEA Medi Cal Reimb OT / Conferences and Meetings
N22C0062	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0063	CALIFORNIA SPEECH AND HEARING	930.00	930.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0064	CALIFORNIA SPEECH AND HEARING	200.00	200.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0065	CALIFORNIA SPEECH AND HEARING	310.00	310.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0066	ORANGE CNTY DEPARTMENT OF EDUC	50.00	50.00	0140155239 5210	Curriculum Development Discret / Conferences and
N22C0067	CALSPRA	600.00	600.00	8152451741 5210	Property and Liability / Conferences and Meetings
N22D0276	SOUTHWEST SCHOOL AND OFFICE SU	1,286.54	1,286.54	0153050799 4350	Business Administration DC / Materials and Supplies
N22D0277	GOSTRENGTHS INC	997.00	997.00	0150454391 5310	Sp Ed Mental Hlth Guidance / Dues and Memberships
N22D0278	LEARNING A TO Z	1,759.10	1,759.10	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0279	WARD'S SCIENCE	129.05	129.05	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0280	KATIE'S CREATIVE GIFTS	198.18	198.18	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0281	MOBYMAX	398.00	398.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22D0282	EAGLE COMMUNICATIONS	311.74	311.74	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0283	CULVER NEWLIN INC	520.44	520.44	0153957729 4350	Management Support Discr / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0285	LOPEZ, ANTONIETA	100.00	100.00	0130225271 4350	LCFF Suppl Admin Richman / Materials and Supplies
N22D0286	SCHOLASTIC INC	2,562.44	2,562.44	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22D0287	SCHOOL NURSE SUPPLY INC	130.45	130.45	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0288	ORIENTAL TRADING COMPANY	847.78	847.78	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0289	SIMPLE SOLUTIONS	1,823.66	1,823.66	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
N22D0290	SUPPLY MASTER	428.85	428.85	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22D0291	BLEU PIG LLC	380.00	380.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
N22D0292	GREAT BOOKS FOUNDATION, THE	844.16	844.16	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0293	MACGILL AND COMPANY	105.04	105.04	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
N22D0294	COMPANION CORPORATION	58.10	58.10	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22D0295	AMAZON.COM	1,435.73	118.79	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
			38.78	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
			1,278.16	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22D0296	DISNEYLAND RESORT	4,600.00	4,600.00	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
N22D0297	AMAZON.COM	5,767.82	5,767.82	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22D0298	ARCTIC GLACIER USA INC	2,665.74	1,469.14	0110318109 4310	Reimburse Laguna Disc / Materials and Supplies Instr
			1,196.60	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22D0299	SIERRA SCHOOL EQUIPMENT COMPAN	2,876.93	2,876.93	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
N22D0300	SUPPLY MASTER	2,027.86	2,027.86	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22D0301	SCHOLASTIC INC	422.02	422.02	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0302	NEED4TEES	80.81	80.81	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0303	DEMCO INC	192.72	192.72	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22D0304	AMAZON.COM	83.17	83.17	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0305	AMAZON.COM	183.91	183.91	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22D0306	NASCO	685.83	685.83	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0307	AMAZON.COM	2,518.40	2,518.40	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Instr
N22D0308	SUPPLY MASTER	224.12	224.12	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0309	AMAZON.COM	108.67	108.67	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22E0222	PERRY, KATHERINE	74.17	74.17	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22E0223	CORTEZ, DOLORES	30.00	30.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0224	COSGROVE, MARILEE	131.00	131.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0225	ESQUIVEL, MOLLY	57.79	57.79	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0226	SOK-HUYNH, DEVI	69.08	69.08	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0227	RYAN, THERESA	85.52	85.52	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0228	CHONG, JASON	57.70	57.70	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22E0229	KNAPP, KELLY	62.15	62.15	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0230	REGITZ, NANCY	63.05	63.05	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0231	THOMAS, CARIE	106.29	106.29	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0232	MACHADO, LESLEY	8.62	8.62	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0233	DOUGLAS, MARK	855.00	855.00	0130430109 5210	LCFF Base Instruction Fisler / Conferences and Meetings
N22E0234	WILLIAMS, KARIN	85.12	85.12	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0235	CAMPOS, KRISTEN	247.27	247.27	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22E0236	DELVA, JAMES	48.35	48.35	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
N22E0237	GUERRERO, REBECCA	96.49	96.49	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0238	KITLEY, SUSAN	38.52	38.52	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22E0239	LEE, SONYA	25.00	25.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0240	DOUGLAS, MARK	21.54	21.54	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0241	GIVEN, STEPHANIE	46.33	46.33	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0242	GUPPY, STEPHANIE	53.85	53.85	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

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N22E0243	SOK-HUYNH, DEVI	486.92	391.66	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
			95.26	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0244	LOMELI, ANITA	305.43	181.82	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
			67.65	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			16.52	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
			39.44	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22E0245	COCKERILL, HEIDI ANN	645.96	645.96	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0246	CRAVELLO, SUSAN	35.90	35.90	0151354341 4310	Health Services / Materials and Supplies Instr
N22E0247	GARDNER, JODY	112.98	112.98	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22E0248	MYERS, KYLE	153.02	153.02	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22E0249	MCCOMB, YOLANDA	536.77	536.77	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0250	STOUT, ROSALIE	173.19	173.19	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0251	MONTOYA, KRISTIN	1,605.74	1,605.74	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
N22E0252	NGUYEN, LAN	107.73	107.73	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22E0253	GRISMER, LUANN	499.39	499.39	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
N22E0254	AHMED, AHMED	100.00	100.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0255	KNAPP, KELLY	73.22	73.22	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0256	GUERRERO, REBECCA	305.01	305.01	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0257	SHIM, JINI	17.97	17.97	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
N22E0258	ANDERSSON, ANNICA	28.59	28.59	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0259	COOPER, SARA	16.36	16.36	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22E0260	HERNANDEZ, LESLIE	146.95	146.95	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22E0261	MOMINEE, SEAN	83.49	83.49	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22E0262	ASCARI, PATRICIA	85.55	85.55	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22E0263	KNOWLES, JUDY	71.85	71.85	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies

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N22E0264	CHIFO, RACHAEL	24.44	24.44	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0265	STOUT, ROSALIE	20.89	20.89	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0266	PRADO, CRYSTAL	18.43	18.43	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0267	AHN, THERESA	77.42	77.42	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Instr
N22E0268	CENTENO, CRISTINA	197.67	197.67	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22E0269	TAO, MITCHELL	171.26	171.26	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22E0270	RAVELO, MELISSA	90.00	90.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0271	WATKINS, JODI	188.39	188.39	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0272	KOJIMA, DEBRA	406.16	406.16	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0273	LING, PHILLIP	165.83	165.83	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22E0274	GADDY, ROBERT	81.79	81.79	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22M0232	NATIONAL CONSTRUCTION RENTALS	2,443.28	240.00 2,203.28	0153353859 4363 0153353859 5899	Maintenance Facilities DC / Materials and Supplies Repairs Maintenance Facilities DC / Other Expenses
N22M0233	PCLIQUIDATIONS.COM	373.10	373.10	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0234	NEW DIMENSIONS GENERAL CONSTRU	3,510.00	3,510.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0235	NEW DIMENSIONS GENERAL CONSTRU	13,500.00	13,500.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0236	STARTECHTEL.COM INC	570.25	570.25	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0237	ARCHITECTURE 9 PLLLP	44,160.00	44,160.00	8152451741 5805	Property and Liability / Consultants
N22M0238	LENNOX INDUSTRIES INC	610.94	610.94	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0239	PROFESSIONAL TURF SPECIALTIES	12,720.00	12,720.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0240	MONTGOMERY HARDWARE COMPANY	848.44	848.44	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0241	STARTECHTEL.COM INC	440.84	440.84	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0242	KYA SERVICES LLC	1,027.42	1,027.42	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0243	KYA SERVICES LLC	1,043.66	1,043.66	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements

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N22M0244	EXECUTIVE ENVIRONMENTAL SERVIC	226.58	226.58	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0245	FULL COMPASS SYSTEMS LTD	465.48	465.48	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0246	EVERCLEAN	280.00	280.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0247	UNIVERSAL ASPHALT COMPANY INC	8,700.00	8,700.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0248	SUPERIOR SIGNS AND GRAPHICS	268.11	268.11	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0249	MONTGOMERY HARDWARE COMPANY	1,677.81	1,677.81	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0250	ARC DOCUMENT SOLUTIONS LLC	25,000.00	25,000.00	0153353819 5899	Plant Maintenance DC / Other Expenses
N22M0251	GIANNELLI ELECTRIC INC	21,615.00	21,615.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0252	GIANNELLI ELECTRIC INC	2,262.00	2,262.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0253	GIANNELLI ELECTRIC INC	8,836.60	8,836.60	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0254	ANACAL ENGINEERING COMPANY INC	6,045.00	6,045.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0255	LA HABRA FENCE COMPANY INC	2,984.00	2,984.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0256	LA HABRA FENCE COMPANY INC	2,477.00	2,477.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0257	LA HABRA FENCE COMPANY INC	5,866.00	5,866.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22R0883	RIVERSIDE ASSESSMENTS LLC	1,873.36	1,873.36	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
N22R0884	IMAGINAVI INC	1,678.58	1,678.58	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0885	CDW.G	1,336.70	1,336.70	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0886	AMAZON.COM	452.10	452.10	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0887	SANTA ANA, CITY OF	847.00	847.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
N22R0888	RANCHO LOS CERRITOS FOUNDATION	300.00	300.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
N22R0889	AMAZON.COM	69.76	69.76	0150855359 4350	District Testing / Materials and Supplies Office
N22R0890	ELEGANT DESIGNS SPECIALTY LINE	1,380.51	1,380.51	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0891	BLUEPRINT	2,734.00	1,500.00	0110316109 4310	Reimburse Hermosa Disc / Materials and Supplies Instr
			1,234.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr

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N22R0892	LAKESHORE LEARNING MATERIALS	912.65	912.65	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0893	PEARSON ASSESSMENT INC	202.48	202.48	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0894	AMAZON.COM	527.87	527.87	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0895	CRISIS PREVENTION INSTITUTE IN	2,844.60	2,844.60	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R0896	SCHOLASTIC INC	185.63	185.63	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
N22R0897	RIVERSIDE ASSESSMENTS LLC	239.53	239.53	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0898	WESTERN PSYCHOLOGICAL SERVICES	343.83	343.83	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0899	AMAZON.COM	400.18	400.18	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0900	AMAZON.COM	19.14	19.14	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0901	AMAZON.COM	213.94	213.94	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0902	CDW.G	352.34	352.34	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0903	AMAZON.COM	19.34	19.34	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0904	TECHSMART INC	13,000.00	13,000.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0905	FASTSIGNS 67401	969.32	969.32	8152451741 4363	Property and Liability / Materials and Supplies Repairs
N22R0906	RABBIT AIR	398.62	398.62	6852458741 4350	Workers Comp Admin / Materials and Supplies Office
N22R0907	AON RISK INSURANCE SERVICES WE	4,950.00	4,950.00	6852458741 5805	Workers Comp Admin / Consultants
N22R0908	AMAZON.COM	150.77	150.77	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0909	AMAZON.COM	265.39	265.39	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0910	AZTEC CONTAINER	795.00	795.00	0130411279 5899	LCFF Base Admin Beechwood / Other Expenses
N22R0911	ESPECIAL NEEDS	1,208.52	106.75 1,101.77	0113154101 4310 0113154101 6410	Low Incidence / Materials and Supplies Instr Low Incidence / New Equip Less Than \$10,000
N22R0912	MOMENTUM IN TEACHING LLC	5,100.00	5,100.00	0130227101 5805	LCFF Suppl Instr Sunset Lane / Consultants
N22R0913	AMAZON.COM	84.91	47.25 37.66	0121221101 4310 0181221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr Instr Mat Lottery Orangethorpe / Materials and Supplies

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N22R0914	ASCD	41.16	41.16	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0915	TITAN STUDENT UNION	3,000.00	3,000.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0916	SCHOOL NURSE SUPPLY INC	375.51	375.51	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
N22R0917	AMAZON.COM	624.84	624.84	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0918	AMAZON.COM	186.64	186.64	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0919	GUIDED DISCOVERIES INC.	3,300.00	3,300.00	0100000000 9330	Unrestricted / Prepaid Expenditures
N22R0920	GUIDED DISCOVERIES INC.	2,420.00	2,420.00	0100000000 9330	Unrestricted / Prepaid Expenditures
N22R0921	AMAZON.COM	422.81	422.81	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0922	AMAZON.COM	98.48	98.48	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0923	AMAZON.COM	807.94	807.94	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0924	AMAZON.COM	809.74	809.74	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0925	AEROMARK	129.30	129.30	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
N22R0926	AMAZON.COM	282.25	282.25	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0927	SEGERSTROM CENTER FOR THE ARTS	1,000.00	1,000.00	0111610101 5805	Donation Instr Acacia / Consultants
N22R0928	AMAZON.COM	45.24	45.24	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0929	SPELLINGCITY.COM INC	833.09	833.09	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R0930	AMAZON.COM	32.86	32.86	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0931	AMAZON.COM	94.26	94.26	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0932	COMMITTEE FOR CHILDREN	655.12	655.12	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr
N22R0933	AMAZON.COM	47.95	47.95	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0934	NATIONAL ASSOCIATION OF SCHOOL	105.00	105.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
N22R0935	WILEY PUBLISHING	885.36	885.36	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0936	AMAZON.COM	37.70	37.70	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0937	AMAZON.COM	152.99	152.99	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

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N22R0938	CARY COMPANY, THE	2,241.20	2,241.20	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22R0939	AMAZON.COM	494.53	494.53	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
N22R0940	AMAZON.COM	57.70	57.70	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
N22R0941	AMAZON.COM	21.54	21.54	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0942	PEARSON ASSESSMENT INC	209.60	209.60	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0943	PAR INC	384.29	384.29	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0944	WHITE RHINO PROMOTIONAL SOLUTI	176.71	176.71	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22R0945	AMAZON.COM	228.65	228.65	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22R0946	SANTA ANA, CITY OF	1,090.00	1,090.00	0111610101 5850	Donation Instr Acacia / Admission Fees
N22R0947	RIVERSIDE INSIGHTS	2,697.50	2,697.50	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
N22R0948	EFILECABINET INC	5,030.00	5,030.00	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services
N22R0949	LEGO EDUCATION	7,031.63	7,031.63	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R0950	JAM FIRE PROTECTION INC	3,955.03	3,955.03	8152451741 5899	Property and Liability / Other Expenses
N22R0951	WONDER WORKSHOP	5,812.96	5,812.96	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R0952	RUG-ED PRODUCTS INC	13,108.87	13,108.87	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R0953	SPHERO INC	280.13	280.13	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R0954	TERRAPIN SOFTWARE	1,101.39	1,101.39	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R0955	AMAZON.COM	88.31	88.31	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0956	AMAZON.COM	46.56	46.56	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0957	AMAZON.COM	53.82	53.82	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0958	RENAISSANCE LEARNING INC	3,594.00	3,594.00	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
N22R0959	AMAZON.COM	22.39	22.39	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0960	AMAZON.COM	150.53	150.53	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0961	WINSOR LEARNING INC	62.50	62.50	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols

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N22R0962	AMAZON.COM	52.50	52.50	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0963	AMAZON.COM	237.78	237.78	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0964	AMAZON.COM	112.04	112.04	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0966	CDW.G	422.62	422.62	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0967	AMAZON.COM	102.11	102.11	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
N22R0968	CDW.G	1,113.92	1,113.92	0130426109 6410	LCFF Base Instr Rolling Hills / New Equip Less Than
N22R0969	IRVINE RANCH OUTDOOR EDUCATION	33,200.00	33,200.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0970	CLASSCRAFT STUDIOS INC	1,998.40	1,998.40	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
N22R0971	HEINEMANN PUBLISHING	4,086.25	4,086.25	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0972	PARENT EDUCATION BRIDGE FOR	2,394.00	2,394.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
N22R0973	CALIFORNIA WEEKLY EXPLORER INC	1,870.00	1,870.00	0111616101 5802	Donation Instruction Hermosa / Lecturers
N22R0974	DEMCO INC	57.24	57.24	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22R0975	STARFALL EDUCATION	270.00	270.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22R0976	APPLE COMPUTER INC	160.55	160.55	0130426109 6410	LCFF Base Instr Rolling Hills / New Equip Less Than
N22R0977	CDW.G	2,339.23	2,339.23	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0978	LA HABRA HIGH SCHOOL	450.00	450.00	0130423189 5850	LCFF Base Vocal Class Parks / Admission Fees
N22R0980	AMAZON.COM	21.54	21.54	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
N22R0981	AMAZON.COM	104.50	104.50	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0982	FULLERTON JOINT UHSD	5,575.00	5,575.00	2567150859 5805	Facilities Improvement Central / Consultants
N22R0983	AMAZON.COM	616.83	616.83	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0984	AMAZON.COM	107.75	107.75	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0985	AMAZON.COM	559.51	559.51	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0987	REAL OT SOLUTIONS INC	244.63	244.63	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0988	OCEAN INSTITUTE	6,090.00	6,090.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0109	CDW.G	3,151.69	1,891.02	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
			1,260.67	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0110	CDW.G	3,516.64	3,516.64	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
N22V0111	KYA SERVICES LLC	15,163.51	15,163.51	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22V0112	LIGHTSPEED TECHNOLOGIES INC	1,039.79	1,039.79	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0113	AMAZON.COM	1,894.25	1,894.25	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000
N22V0114	CDW.G	6,032.36	673.68	8152451741 4310	Property and Liability / Materials and Supplies Instr
			5,358.68	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
N22V0115	APPLE COMPUTER INC	300,444.07	289,799.02	8152451741 4310	Property and Liability / Materials and Supplies Instr
			10,645.05	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
N22V0116	AMAZON.COM	3,625.12	2,386.01	8152451741 4310	Property and Liability / Materials and Supplies Instr
			1,239.11	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
N22V0117	ROBERT SWENEY	1,700.00	1,700.00	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0118	STAGERIGHT CORPORATION	1,869.09	1,869.09	0130430109 6410	LCFF Base Instruction Fisler / New Equip Less Than
N22V0120	RABBIT AIR	1,286.89	1,286.89	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
N22V0121	ACCO BRANDS USA LLC	1,103.94	150.83	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			953.11	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22X0379	PASSARO PH.D., PERRY D	5,775.00	5,775.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0380	SUBWAY 36215	5,100.00	5,100.00	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Office
N22X0381	TJT SALES	1,000.00	1,000.00	1234052101 4310	Qlty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0382	BRETT DINOVI AND ASSOCIATES CA	30,000.00	30,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0383	LOZANO SMITH ATTORNEYS AT LAW	50,000.00	50,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
N22X0384	HOME DEPOT, THE	200.00	200.00	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
N22Y0083	FLOWERS, PAUL	10,000.00	10,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
Fund 01 Total:		432,619.11			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 12 Total:	3,748.77		
		Fund 25 Total:	5,575.00		
		Fund 68 Total:	5,348.62		
		Fund 81 Total:	391,696.30		
		Total Amount of Purchase Orders:	838,987.80		

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 3/10/2020

The following Purchase Orders were printed out of sequence this reporting period and appear within next period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22D0284	Coastal Enterprises	\$245.68	\$245.68	01116301014310	Donation Discretionary Fisler Materials and Supplies Instr
N22R0979	Eagle Communications	\$3595.92	\$3595.92	01329521015900	AfterSchlEdSfty Cohort 6 Instr Communications
N22R0986	Amazon .com	\$1045.07	\$1045.07	01255543914310	LEA Medi Cal Reimb OT Materials and Supplies Instr
N22V0108	Apple Computer	\$1125.55	\$1125.55	01131541016410	Low Incidence New Equip Less Than \$10,000
N22V0119	CDWG	\$1450.60	\$1450.60	01533538196410	Plant Maintenance DC New Equip Less Than \$10,000

The following Purchase Order was cancelled during reporting period and isn't reflected on Cancelled Orders:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R0965	Long Beach Aquarium	\$374.00	\$374.00	01401552395850	Curriculum Development Discret Admission Fees

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0192	HAULAWAY STORAGE CONTAINERS IN	1,211.20	+781.20	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0207	NEW DIMENSIONS GENERAL CONSTRU	87,700.00	+74,599.33	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22R0882	SOUTHWEST SCHOOL AND OFFICE SU	214.42	+214.42	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
N22V0101	PEPPER MUSIC, J W	2,050.12	+255.00	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0103	WENGER CORPORATION	1,796.41	-199.58	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
N22X0006	SOUTHWEST SCHOOL AND OFFICE SU	6,500.00	+3,000.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22X0009	SMART AND FINAL STORES CORPORA	6,000.00	+2,000.00	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
N22X0026	SOUTHWEST SCHOOL AND OFFICE SU	23,580.00	-1,420.00	0181218101 4310	Instr Mat Lottery Laguna Instr / Materials and Supplies Inst
N22X0085	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	+500.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22X0220	VERIZON WIRELESS	2,700.00	+1,200.00	0152657719 5900	Superintendent Discret / Communications
N22X0255	MARSHALL B KETCHUM UNIVERSITY	5,455.00	+2,455.00	0142054201 5828	Special Ed Administration / Settlements
N22X0308	ORANGE CNTY DEPARTMENT OF EDUC	600,839.00	-51,733.67	0171054921 7142	Excess Costs / Excess Cost to County Office
N22X0353	EDTHEORY LLC	122,360.00	+72,360.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0356	AUTISM LEARNING PARTNERS	200,000.00	+120,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0358	AUTISM COMPREHENSIVE EDUCATION	215,000.00	+115,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22Y0017	L AND R AUTOMOTIVE SUPPLY CO	5,415.00	+315.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0021	NVB EQUIPMENT INC	4,994.90	+582.40	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+162.50	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
	Fund 01 Total:		340,071.60		
	Total Amount of Change Orders:		340,071.60		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0204	NEW DIMENSIONS GENERAL	4,483.56	4,483.56	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0205	NEW DIMENSIONS GENERAL	3,384.30	3,384.30	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0206	NEW DIMENSIONS GENERAL	3,356.73	3,356.73	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
	Fund 01 Total:	11,224.59			
	Total Amount of Purchase Orders:	11,224.59			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/10/2020

FROM 01/24/2020 TO 02/20/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220438 THROUGH 220502 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated January 24, 2020 through February 20, 2020 contains purchase orders numbered 220438 through 220502 for the 2019/2020 school year totaling \$190,947.93. Purchase order numbers 220442, 220471, 220475 and 220477 were voided.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220438 through 220502 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

2/24/2020 8:01:51 AM

Fullerton School District

Show all data where the Order Date is between 1/24/2020 and 2/20/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220452	1/31/2020	2/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2791	\$2,791.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2233	\$6,699.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2041	\$14,287.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
270	EA	997110	Strawberry Milk Splash 1/2 PT Eco #19040	\$0.3235	\$87.34	
60	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$6.90	
1	ea	10350	Whole Milk, Gal PL	\$4.8172	\$4.82	
1	cs	55050	Case Butter, Solid (30/LB)	\$93.5790	\$93.58	
					Sales Tax:	\$0.00
					P.O. Total:	\$35,357.14
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220453	1/31/2020	2/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.7500	\$52.50	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.5800	\$42.90	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4382	\$14.38	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5147	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5186	\$12.59	
1	ea	50490	Sour Cream 5#	\$6.7515	\$6.75	
15	ea	25035	Juice, Orange 6 oz Eco	\$0.2200	\$3.30	
					Sales Tax:	\$0.00
					P.O. Total:	\$890.74
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220454	1/31/2020	2/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2791	\$1,395.50	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2233	\$1,116.50	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2041	\$3,061.50	
90	ea	16040	Choc Milk, NonFat Eco 1/2PT (CACFP)	\$0.2141	\$19.27	
1	cs	45876	Soy Milk, Vanilla 18/8oz (CACFP)	\$14.0000	\$14.00	
20	cs	52101	Yogurt, Straw/Banana 48/4oz (CACFP)	\$10.6800	\$213.60	
90	ea	19040	Strawberry Splash, 1/2 PT Eco	\$0.3235	\$29.11	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,849.48
						<input type="checkbox"/>
Culver-Newlin, Inc.	220443	1/27/2020	1/27/2020		6410	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	N7-C82W	Wall Starter Connector 82" for Base Panel	\$89.6000	\$89.60	
2	ea	N7-P6642	Base Panel 66x42 Fabric on Both Sides	\$432.6000	\$865.20	
1	ea	N7-P4218	Base Panel 42x18 Fabric on Both Sides	\$200.9000	\$200.90	
1	ea	N7-C42LK	L Connector 42" for Base Panel-Kit	\$111.3000	\$111.30	
1	ea	N7-C40UK	U Connector 40" for Over-Panel - Kit	\$103.6000	\$103.60	
1	ea	N7-C82S	S Connector 82" for Base Panel	\$48.3000	\$48.30	

Vendor Total: \$42,097.36

Purchase Orders - Detail

2/24/2020 8:01:51 AM

Fullerton School District

Show all data where the Order Date is between 1/24/2020 and 2/20/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Culver-Newlin, Inc.	220443	1/27/2020	1/27/2020			6410	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	ea	N7-PET1642	Over-Panel 16x42 Acrylic Transparent			\$288.4000	\$576.80
						Sales Tax:	\$154.66
						P.O. Total:	\$2,150.36
						Vendor Total:	\$2,150.36
Le Chef Bakery	220465	2/5/2020	2/5/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
8	case	10001	Bagel, Assrtd #BBGASST-BS-24TS 24/1.5oz./cs			\$10.0700	\$80.56
2	case	10005	Scone, Assrtd #BRBSOASST-PET-24TS 24/case			\$11.2200	\$22.44
2	tr	10031	Tea Bread Assrt, Petite/35 BRBTEAASST-PET-35TS			\$21.2500	\$42.50
4	case	10035	Danish, MiniRound Asst. 1.25oz/36 DAB003-36TS			\$17.3800	\$69.52
2	tray	10032	Muffin, BananaNut,Mini, 1oz/54 MUB010-54-BAN-TS			\$25.1500	\$50.30
2	tray	10033	Muffin, Blueberry, Mini, 1oz/54 MUB010-54-BLUE-TS			\$25.1500	\$50.30
2	tray	10034	Muffin, Dble Chocolate, Mini 1oz/54 MUB010-54-CHOC			\$25.1500	\$50.30
						Sales Tax:	\$0.00
						P.O. Total:	\$365.92
Le Chef Bakery	220466	2/5/2020	2/5/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	cs	1	Ind Cupcake, Vanilla Bean/20 # PA114			\$26.1400	\$26.14
1	cs	2	Ind Cupcake, Double Chocolate/20 # PA182			\$26.1400	\$26.14
						Sales Tax:	\$0.00
						P.O. Total:	\$52.28
						Vendor Total:	\$418.20
Gold Star Foods Inc.	220440	1/24/2020	2/7/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	case	8006	Shell Taco,6" GS#203043 200ct			\$22.3900	\$447.80
58	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz			\$68.1500	\$3,952.70
56	case	59045	Pizza,Pep/Tony'sGlxy 51% WGRnd GS402135 72/4.55oz.			\$42.8500	\$2,399.60
21	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case			\$39.5900	\$831.39
						Sales Tax:	\$0.00
						P.O. Total:	\$7,631.49
Gold Star Foods Inc.	220441	1/27/2020	1/31/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	Case	1	Pork Sausage Patty (GS# 401406), 250/1.2oz			\$19.8500	\$39.70
2	Case	1	Cooked Bacon (GS#100690), 2/150ct			\$54.2100	\$108.42
						Sales Tax:	\$0.00
						P.O. Total:	\$148.12
Gold Star Foods Inc.	220447	1/30/2020	2/4/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	33009	Turkey & Gravy #2847 Jennie-O 4/7#/case			\$62.7400	\$125.48
						Sales Tax:	\$0.00
						P.O. Total:	\$125.48
Gold Star Foods Inc.	220448	1/30/2020	2/11/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost

Purchase Orders - Detail

2/24/2020 8:01:51 AM

Fullerton School District

Show all data where the Order Date is between 1/24/2020 and 2/20/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220448	1/30/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
9	case	33009	Turkey & Gravy #2847 Jennie-O 4/7#/case	\$62.7400	\$564.66	
2	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$37.8800	\$75.76	
					Sales Tax:	\$0.00
					P.O. Total:	\$640.42
Gold Star Foods Inc.	220450	1/31/2020	2/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
56	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$51.3600	\$2,876.16	
13	case	30326	Breadstick, Garlic GS#134819 320/case	\$36.2900	\$471.77	
50	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$956.00	
12	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$117.12	
15	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$70.0300	\$1,050.45	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,471.50
Gold Star Foods Inc.	220451	1/31/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	30311	PopTart, Strawberry, 1G IW, GS#202835 120/cs	\$44.4600	\$266.76	
5	case	30107	Cream Cheese, Cup 100/1oz GS#300211	\$16.2500	\$81.25	
5	case	30313	Bagel, Plain IW GS#134083 72/cs	\$27.6400	\$138.20	
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$840.96	
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$23.3600	\$1,261.44	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,588.61
Gold Star Foods Inc.	220455	2/3/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
27	case	4328	Sauce, BBQ,GS#405469, R/G#REDOA1Z 250/cs	\$26.4800	\$714.96	
					Sales Tax:	\$0.00
					P.O. Total:	\$714.96
Gold Star Foods Inc.	220457	2/3/2020	2/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	30324	Crouton, WG Chs GS#203332 Garlic IW 250/0.5oz.	\$28.5200	\$57.04	
					Sales Tax:	\$0.00
					P.O. Total:	\$57.04
Gold Star Foods Inc.	220458	2/4/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,739.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,739.80
Gold Star Foods Inc.	220459	2/4/2020	2/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W	\$58.5500	\$3,513.00	
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$343.85	
					Sales Tax:	\$0.00
					P.O. Total:	\$3,856.85
Gold Star Foods Inc.	220461	2/4/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	1	Cookie Valentine-Kids Cookie GS200588 160/.7o	\$22.5000	\$45.00	

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 1/24/2020 and 2/20/2020

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		220461	2/4/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						Sales Tax:	\$0.00
						P.O. Total:	\$45.00
Gold Star Foods Inc.		220467	2/5/2020	2/18/2020	2/21/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	4328	Sauce, BBQ,GS#405469, R/G#REDOA1Z 250/cs	\$26.4800	\$264.80		
						Sales Tax:	\$0.00
						P.O. Total:	\$264.80
Gold Star Foods Inc.		220469	2/5/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
54	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs	\$36.6000	\$1,976.40		
21	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$39.5900	\$831.39		
55	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$1,051.60		
36	case	30220	Chicken Patty, WG GS#141227 104/cs	\$32.3500	\$1,164.60		
4	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25	\$43.0700	\$172.28		
						Sales Tax:	\$0.00
						P.O. Total:	\$5,196.27
Gold Star Foods Inc.		220472	2/6/2020	2/18/2020	2/21/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	cs	1	Grill Cheese, WG RS RF IW GS#406695	\$40.1500	\$200.75		
						Sales Tax:	\$0.00
						P.O. Total:	\$200.75
Gold Star Foods Inc.		220476	2/7/2020	2/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$75.1300	\$1,502.60		
15	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs	\$40.8900	\$613.35		
12	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$126.1800	\$1,514.16		
20	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$467.20		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,097.31
Gold Star Foods Inc.		220479	2/7/2020	3/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
37	Cs	1	Shamrock cookie IW 150/1oz GS# 400570	\$36.4700	\$1,349.39		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,349.39
Gold Star Foods Inc.		220481	2/7/2020	2/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	cs	4341	Dressing, Ranch Light GS#300050 4/1gal	\$36.6000	\$366.00		
4	case	4344	Dressing, Italian, Lite GS#201312 4 gal./case	\$28.5300	\$114.12		
						Sales Tax:	\$0.00
						P.O. Total:	\$480.12
Gold Star Foods Inc.		220482	2/7/2020	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$1,035.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,035.00
Gold Star Foods Inc.		220483	2/7/2020	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220483	2/7/2020	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
47	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs		\$68.7700	\$3,232.19
28	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$28.5300	\$798.84
				Sales Tax:		\$0.00
				P.O. Total:		\$4,031.03
Gold Star Foods Inc.	220484	2/11/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$829.50
10	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$43.2400	\$432.40
5	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$46.2600	\$231.30
				Sales Tax:		\$0.00
				P.O. Total:		\$1,493.20
Gold Star Foods Inc.	220485	2/11/2020	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	30009	Hot Dog, GS#140300 Beef 8/1, Hoffs 80/cs		\$32.8200	\$164.10
3	case	59521	Quesadilla, TwiceGrilld, GS#402045/36200 100/4.11oz		\$66.9600	\$200.88
18	each	4039	Garlic granulated, Pacific Spice #202038 4.5#		\$23.7200	\$426.96
36	each	4012	Onion Powder, GS#202052 Pacific Spice 1.25#		\$5.8800	\$211.68
				Sales Tax:		\$0.00
				P.O. Total:		\$1,003.62
Gold Star Foods Inc.	220486	2/11/2020	3/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
26	case	30327	French Toast Stick, IW GS#113685 88/cs		\$43.2900	\$1,125.54
				Sales Tax:		\$0.00
				P.O. Total:		\$1,125.54
Gold Star Foods Inc.	220487	2/11/2020	3/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	57018	Cheeseburger, MiniTwinsGS#403436/ QCB655 72/4.55oz		\$68.1500	\$1,635.60
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs		\$68.7700	\$343.85
				Sales Tax:		\$0.00
				P.O. Total:		\$1,979.45
Gold Star Foods Inc.	220489	2/12/2020	2/25/2020	3/3/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
80	case	7223	Brownie, RF Fudge GS#100458/225 72/2.2oz.		\$27.4700	\$2,197.60
				Sales Tax:		\$0.00
				P.O. Total:		\$2,197.60
Gold Star Foods Inc.	220490	2/13/2020	2/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670		\$4.9400	\$321.10
				Sales Tax:		\$0.00
				P.O. Total:		\$321.10
Gold Star Foods Inc.	220491	2/14/2020	3/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
				Sales Tax:		\$0.00
				P.O. Total:		\$1,502.60
Gold Star Foods Inc.	220494	2/14/2020	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost

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Gold Star Foods Inc.	220494	2/14/2020	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb		\$51.8100	\$155.43
					Sales Tax:	\$0.00
					P.O. Total:	\$155.43
Gold Star Foods Inc.	220495	2/14/2020	3/3/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4		\$59.7400	\$1,194.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,194.80
Gold Star Foods Inc.	220497	2/18/2020	2/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
39	case	59049	Pull Aparts, IW GS#406666 108/cs		\$63.5800	\$2,479.62
17	case	4243	Sauce, Marinara, 250/1oz cup GS#401764		\$28.2800	\$480.76
21	case	8006	Shell Taco,6" GS#203043 200ct		\$22.3900	\$470.19
64	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case		\$31.5400	\$2,018.56
45	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$2,601.90
22	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings		\$124.8600	\$2,746.92
21	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$39.5900	\$831.39
					Sales Tax:	\$0.00
					P.O. Total:	\$11,629.34
Gold Star Foods Inc.	220498	2/18/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	Case	123	CMDY Pork Sausage Gravy (GS#406927)		\$47.3500	\$47.35
2	Case	123	Crispy Seasoned Wedges ((GS#403701)		\$37.2100	\$74.42
					Sales Tax:	\$0.00
					P.O. Total:	\$121.77
Gold Star Foods Inc.	220501	2/19/2020	3/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$40.3200	\$2,016.00
15	case	4243	Sauce, Marinara, 250/1oz cup GS#401764		\$28.2800	\$424.20
33	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$46.2600	\$1,526.58
28	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb		\$51.8100	\$1,450.68
60	case	30334	Pancake, WG, Bulk GS#102802 12/12ct		\$25.1300	\$1,507.80
28	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$9.7600	\$273.28
					Sales Tax:	\$0.00
					P.O. Total:	\$7,198.54
					Vendor Total:	\$70,596.93
P & R Paper Supply Company, Inc.	220445	1/30/2020	2/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	88201	Napkin,15x17, 2ply White PRP-HS257 3M/case		\$41.6400	\$166.56
					Sales Tax:	\$0.00
					P.O. Total:	\$166.56
P & R Paper Supply Company, Inc.	220446	1/30/2020	1/30/2020	2/5/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	80014	Tablecloth,White 54x108 Hoffmaster 210130 25/case		\$37.2500	\$186.25

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220446	1/30/2020	1/30/2020	2/5/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$14.43
					P.O. Total:	\$200.68
P & R Paper Supply Company, Inc.	220456	2/3/2020	4/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
120	each	80024	Knife, Safety Utility, Lizard CSP-LZ-S 6/box		\$3.8884	\$466.61
					Sales Tax:	\$36.16
					P.O. Total:	\$502.77
P & R Paper Supply Company, Inc.	220470	2/6/2020	2/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs		\$34.3500	\$137.40
					Sales Tax:	\$0.00
					P.O. Total:	\$137.40
P & R Paper Supply Company, Inc.	220480	2/7/2020	2/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$239.40
					Sales Tax:	\$18.55
					P.O. Total:	\$257.95
P & R Paper Supply Company, Inc.	220492	2/14/2020	2/18/2020	2/19/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	80029	Gloves, Poly Clr (L) GOL-1501 10/10/100/cs GoldMax		\$34.5000	\$34.50
2	case	81027	Bag Chsburg-foilw/pic Papercohi 300529 1M/case		\$27.5500	\$55.10
3	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$27.5500	\$82.65
3	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS		\$49.8500	\$149.55
8	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$80.80
					Sales Tax:	\$8.93
					P.O. Total:	\$411.53
P & R Paper Supply Company, Inc.	220493	2/14/2020	2/18/2020	2/19/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	case	88008	Napkin Ccktail Hunter Grn1000/cs HOF-57011		\$24.8700	\$49.74
					Sales Tax:	\$0.00
					P.O. Total:	\$49.74
P & R Paper Supply Company, Inc.	220502	2/20/2020	2/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	cs	1	Straw,Boba 9" Clr/Striped Unwrpd LLC-C9050S		\$29.5200	\$29.52
1	cs	1	Cup,Harmony Clr Squat 12/14oz 1M EES-PTC14		\$33.0000	\$33.00
1	cs	1	Lid,Harmony Clr Straw Slot 12/25oz EES-F98SS		\$17.9500	\$17.95
					Sales Tax:	\$0.00
					P.O. Total:	\$80.47
Form Plastics	220488	2/12/2020	3/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
112	case	86213	Tray 3 5/16x3 5/16, 1350/case Part#5010-128500		\$38.8000	\$4,345.60
					Sales Tax:	\$0.00
					P.O. Total:	\$4,345.60

Vendor Total: \$1,807.10

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Vendor Total: \$4,345.60

Action Sales 220496 2/18/2020 2/18/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2	ea	Vollrath #S40	Fry Pan	\$65.8000	\$131.60
1	ea	Freight	Freight	\$20.0000	\$20.00

Sales Tax: \$10.20

P.O. Total: \$161.80

Vendor Total: \$161.80

ProGuard Service and Solutions 220460 2/4/2020 2/4/2020 2/19/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
24	case	70019	Sanitizer 4/ 1 gal. #8000013	\$112.5300	\$2,700.72
1	case	70024	Delimer 4/1 gal. #8000008	\$77.9200	\$77.92
1	case	70025	Detergent Metal Safe 4x8 capsules, #8000027	\$144.6800	\$144.68
3	case	70023	Rinse Additive Low Temp 5gal #8000409	\$109.8400	\$329.52
2	each	70030	Detergent, Laundry Surfact 5gal #8000081	\$116.8800	\$233.76
3	case	70035	Sanitizer Low Temp 5 gal., #8000016	\$36.8800	\$110.64

Sales Tax: \$278.79

P.O. Total: \$3,876.03

Vendor Total: \$3,876.03

Leticia Hernandez 220438 1/24/2020 1/24/2020 5220

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	lot	1	Stater Bros., Receipt dated 1/22/20	\$20.0600	\$20.06
1	lot	1	Costco Wholesale, Receipt dated 1/22/20	\$13.4900	\$13.49

Sales Tax: \$0.00

P.O. Total: \$33.55

Vendor Total: \$33.55

Arrow Restaurant Equipment & Supplies 220474 2/7/2020 2/7/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
20	ea	MODEL#12SI	Food Storage Container	\$13.9500	\$279.00
20	ea	SFC12453	Cover for 12, 18 & 22 qt container	\$3.5500	\$71.00

Sales Tax: \$27.12

P.O. Total: \$377.12

Vendor Total: \$377.12

Shelly Bode 220468 2/5/2020 2/5/2020 5220

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Red Lion Hotel, Parking Invoice dtd 1/29/20	\$15.0000	\$15.00
10.8	mi	1	Mileage Expense	\$0.5750	\$6.21

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Shelly Bode	220468	2/5/2020	2/5/2020		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
						Sales Tax: \$0.00
						P.O. Total: \$21.21
						Vendor Total: \$21.21
Refrigeration Control Company, Inc.	220463	2/4/2020	2/4/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
2.75	hr	1	Service Call: Labor, Tim McGrauth			\$162.0000 \$445.50
1	ea	1	Regular Service Charge			\$30.0000 \$30.00
1	hr	1	Prevailing Wage			\$162.0000 \$162.00
						Sales Tax: \$0.00
						P.O. Total: \$637.50
						Vendor Total: \$637.50
Refrigeration Control Company, Inc.	220464	2/4/2020	2/4/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
2.5	hr	1	Service Call: Labor, Tony Osuna			\$162.0000 \$405.00
1	ea	1	Regular Service Charge			\$30.0000 \$30.00
						Sales Tax: \$0.00
						P.O. Total: \$435.00
						Vendor Total: \$1,072.50
Image Apparel for Business	220439	1/24/2020	1/24/2020		4364	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
5	ea	SANL500RD	3XL, Red Port Authority Ladies Silk Touch Pol			\$16.9000 \$84.50
5	ea	SANL500RD	4XL, Red Polo, Ladies Silk Touch			\$18.5000 \$92.50
3	ea	SANK500RD	3XL, Red Silk Touch Sport Shirt			\$16.9000 \$50.70
13	ea	EMB11-24	4,000 Embroidery			\$2.4000 \$31.20
13	ea	EMB41-24	7,000 Embroidery			\$3.7500 \$48.75
1	ea	1	Freight Charge			\$25.5000 \$25.50
						Sales Tax: \$23.85
						P.O. Total: \$357.00
						Vendor Total: \$357.00
Maria Teresa Gonzalez	220473	2/6/2020	2/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	lot	1	Costco Wholesale, Invoice dated 2/6/20			\$73.2500 \$73.25
						Sales Tax: \$0.00
						P.O. Total: \$73.25
						Vendor Total: \$73.25
TabletKiosk	220449	1/30/2020	1/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
20	ea	TK-Cleaning-1	4 oz. display cleaning solution & microfiber			\$12.7500 \$255.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
TabletKiosk	220449	1/30/2020	1/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	SH & HDLIN	Shipping & Handling		\$24.1100	\$24.11
Sales Tax:						\$19.76
P.O. Total:						\$298.87
Vendor Total:						\$298.87
Eduardo Gonzalez	220444	1/29/2020	1/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Fullerton Ace Hdwe., Invoice dated 1/29/20		\$7.5300	\$7.53
Sales Tax:						\$0.00
P.O. Total:						\$7.53
Vendor Total:						\$7.53
Juan Gallardo	220478	2/7/2020	2/7/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Wash and detail, Suburban SUV		\$25.0000	\$25.00
1	ea	1	Wash and detail, Ford Minivan		\$25.0000	\$25.00
1	ea	1	Wash and detail, Ford Focus		\$20.0000	\$20.00
4	ea	1	Wash and detail, Transporter Trucks		\$40.0000	\$160.00
Sales Tax:						\$0.00
P.O. Total:						\$230.00
Vendor Total:						\$230.00
Razan Najjar	220462	2/4/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Food 4 Less, Invoice dated 2/3/20		\$5.8800	\$5.88
Sales Tax:						\$0.00
P.O. Total:						\$5.88
Vendor Total:						\$5.88
Parisa Mohammad	220499	2/19/2020	2/19/2020		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Nutrition Concepts, Invoice dated 1/27/20		\$115.0000	\$115.00
Sales Tax:						\$0.00
P.O. Total:						\$115.00
Vendor Total:						\$115.00

GRAND TOTAL \$ 85,947.93
 (NET OF OPEN P.O.S)

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 126430 THROUGH 126859 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 126430 through 126859 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

Fund	Amount
01 General Fund	\$2,636,940.32
12 Child Development	8,152.98
25 Capital Facilities	79,066.09
40 Special Reserve	70,895.67
68 Workers' Compensation	56,724.26
81 Property / Liability Insurance	3,965.88
Total	\$2,855,745.20

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,855,745.20 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 126430 through 126859 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14145 THROUGH 14191 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 14145 through 14191 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$527,327.29, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14145 through 14191 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY NEW AFFILIATION AGREEMENT IN COMMUNICATION SCIENCES AND DISORDERS WITH CHAPMAN UNIVERSITY EFFECTIVE JANUARY 6, 2020 THROUGH JANUARY 6, 2023**

Background: Chapman University is a fully accredited institution of higher education. The District has a long-standing partnership with Chapman University in support of their teacher preparation, school psychology, and education administration programs. At this time, Chapman University wishes to add its Communication Sciences and Disorders program for clinical experience within the District. This agreement would provide their students with the opportunity to complete their practicum in schools within the District.

The University will compensate District employees who serve as a Master Teacher \$350 per student assigned, per semester. This rate is comparable to other active placement agreements.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: No cost to Fullerton School District.

Recommendation: Approve/Ratify New Affiliation Agreement in Communication Sciences and Disorders with Chapman University effective January 6, 2020 through January 6, 2023.

CH:nm
Attachment

CHAPMAN UNIVERSITY
AFFILIATION AGREEMENT

This Agreement is made and entered into this 2nd day of January 2020 by and between **CHAPMAN UNIVERSITY**, hereafter referred to as the "UNIVERSITY" and Fullerton School District, hereafter referred to as the "FACILITY."

WHEREAS:

The UNIVERSITY has a curriculum in Communication Sciences and Disorders that awards a degree and is accredited by the Western Association of Schools and Colleges.

Clinical experience is required as an integral component of the curriculum and professional preparation.

The UNIVERSITY desires the cooperation of the FACILITY and its staff in the development and implementation of the clinical experience and professional preparation of Communication Sciences and Disorders students.

The FACILITY will benefit from having professional services delivered to patients of the FACILITY by qualified students of the UNIVERSITY.

The parties have found it to be in the public interest for the FACILITY to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of the students.

NOW, THEREFORE, the UNIVERSITY and the FACILITY agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This Agreement shall continue in force and effect from January 6, 2020 to and including January 6, 2023. This Agreement may be renewed by mutual written consent of both parties for up to four (4) additional years. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY.
- B. The parties shall pursue the educational objectives for the clinical education experience, devise methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the objectives.
- C. The period of time for each student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- D. The number of students able to participate in the FACILITY'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.
- E. UNIVERSITY will pay FACILITY a standard stipend of \$350.00 per student, per semester. Such stipend shall be due within thirty (30) days following UNIVERSITY'S receipt of an invoice from FACILITY; provided, however the UNIVERSITY shall have no

liability for any due amounts not invoiced within ninety (90) days following the earlier of the applicable student's completion of the Program or termination of this Agreement with respect to such student.

- F. The FACILITY may request UNIVERSITY to withdraw from the FACILITY'S clinical experience training program any student who the FACILITY determines is not performing satisfactorily, or who refuses to follow the FACILITY'S administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of the reason or reasons why the FACILITY desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program any time, upon written notice to the FACILITY.
- G. Neither party shall discriminate in the assignment of student on the basis of race, color, disability, sex, religion, national origin, sexual orientation, gender identity or expression, pregnancy, genetic information, age, citizenship status, marital status, military or veteran status, ancestry, or any other basis prohibited by law.
- H. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, officers, agents, or employees.
- I. The FACILITY agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, officers, agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FACILITY, its agents, or employees.
- J. The parties agree that the students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them the students are not to be considered employees or agents of either the UNIVERSITY or the FACILITY for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- K. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FACILITY: Fullerton School District

Name: Chad Hammitt -Director of HR
Address: 1401 W. Valencia Dr.
Fullerton, Ca 92833
Attention: Nina Mota – Admin Sec HR
Phone: 714.447.7400

To UNIVERSITY :

Chapman University
Office of the Executive Vice President
One University Drive
Orange, CA 92866
Attention: Chief Operating Officer
Telephone: (714) 997-6717

- L. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have no right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- M. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FACILITY.
- N. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- O. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- P. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California.
- Q. FACILITY and UNIVERSITY each agree to maintain in full force and effect, at its sole expense and written by insurer(s) or by way of a qualified program of self-insurance acceptable to the other party:
 - a. Commercial General Liability Insurance, written on an occurrence form (MINIMUM REQUIREMENTS):

Limits of Liability:
\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
 - b. Professional Liability Insurance, covering their respective operations in connection with this Agreement (MINIMUM REQUIREMENTS):

Limits of Liability:
\$1,000,000 Each Claim or Occurrence
\$3,000,000 Annual Aggregate

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. If replaced by another policy, the replacement insurance shall have a retroactive date of placement prior to or

coinciding with the effective date of this Agreement.

- c. FACILITY and UNIVERSITY agree to provide the other party notice of not fewer than thirty (30) days' in advance of any cancellation or material change in the above listed insurance coverages. Upon request, each party shall provide the other party with a Certificate of Insurance ("COI") on an Acord™ 25 form or other form acceptable to the other party stating that there is insurance in effect with the minimum limits shown above.

II. THE FACILITY AGREES:

- A. To designate a Site Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency and the American Speech Language Hearing Association for the supervision of students in the clinical education setting.
- B. To provide the Site Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of the students. The FACILITY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the FACILITY'S physical environment, patient load, and experience available.
- D. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the FACILITY.
- F. To provide all participating students with a copy of the FACILITY'S rules, regulations, policies, and procedures with which the students are expected to comply.
- G. To provide for emergency health care of the student in case of accident at the expense of the student.
- H. The FACILITY shall, upon reasonable request, permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training program.
- I. To evaluate the performance of the student on a regular basis using the evaluation form provided by the UNIVERSITY or one that is regularly used by the FACILITY. The FACILITY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives set forth for that clinical experience. It will then be the mutual responsibility of the assigned student, academic Director of Clinical Education and Site Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.

- J. To forward a copy of the student's final Written evaluation, upon completion of the clinical education experience to be received by the UNIVERSITY within five (5) working days.
 - K. The FACILITY agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
 - L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
 - M. To provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow qualified disabled students to participate in the program.
- III. THE UNIVERSITY AGREES:
- A. To assume responsibility for the professional preparation of the student and compliance of the curriculum with the education standards set forth by the American Speech Language Hearing Association.
 - B. To establish and maintain ongoing communication with the Site Coordinator of Clinical Education of the FACILITY on items pertinent to the education and the clinical education of students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the FACILITY.
 - C. To refer to the FACILITY only those students who have satisfactorily completed: the prerequisite didactic portion of the curriculum.
 - D. To inform the student of the FACILITY'S requirements for acceptance when applicable.
 - E. To provide the FACILITY written or electronic documentation concerning the student's health and any immunization against communicable diseases requested by the FACILITY.
 - F. To maintain professional liability insurance coverage for any participating student on a "claims-made" basis. If such insurance is required by the FACILITY on an "occurrence" basis rather than a "claims-made" basis, the participating student shall provide evidence of individual professional liability insurance covering the student's professional activities at the FACILITY under this Agreement.
 - G. To supply the Site Coordinator of Clinical Education with an appropriate evaluation instrument for each student's clinical education experience or to accept the instrument regularly used by the FACILITY.
 - H. To have each participating student provide, prior to commencement of the clinical experience, such confidential information as may be required by the FACILITY as

deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.

- I. That participating students are not employees of the FACILITY and they will not receive compensation from said the FACILITY.
- J. To inform participating students that they must abide by existing rules and regulations of the FACILITY.
- K. To inform participating students that they must be cleared, if required by the FACILITY, from an absence caused by injury or illness, by a physician.
- L. The student will provide evidence of health insurance coverage at the beginning of the clinical experience.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

SIGNATURES:

Dated: _____ CHAPMAN UNIVERSITY

By: _____

Name: Harold W. Hewitt, Jr.
Its: Executive Vice President & COO

Dated: _____ FACILITY: Fullerton School District

By: _____

Name: Chad Hammitt
Its: Assistant Superintendent, Personnel Services

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE NEW PRACTICUM/FIELDWORK AGREEMENT IN SCHOOL COUNSELING WITH CONCORDIA UNIVERSITY EFFECTIVE MARCH 11, 2020 THROUGH MARCH 11, 2023

Background: Concordia University is a fully accredited institution of higher education. The District has a long-standing partnership with Concordia University in support of their teacher preparation program. At this time, Concordia University wishes to add its School Counseling program for experience within the District. This agreement would provide their students with the opportunity to complete their practicum/fieldwork in schools within the District.

The attached agreement is comparable to existing agreements with other university partners in the School Counseling field.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: No cost to Fullerton School District.

Recommendation: Approve New Practicum/Fieldwork Agreement in School Counseling with Concordia University effective March 11, 2020 through March 11, 2023.

CH:nm
Attachment



Concordia University Irvine
School of Education
SCHOOL COUNSELOR CANDIDATE
PRACTICUM/FIELDWORK AGREEMENT
Fullerton School District
February 20, 2020

This School Counselor Candidate Fieldwork Agreement (“Agreement”) is made and entered into as of the execution of the Agreement by both parties (on the “Effective Date”) by and between Fullerton School District (“School District”) located in Fullerton, California, and Concordia University Irvine (“University”) a non-profit religious corporation located in Irvine, California.

RECITALS

- A. School District operates schools within its service area, and employs credentialed school counselors to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the School Counseling Field Experience program which requires school counseling fieldwork experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the “Program”).
- C. School District operates schools which are suitable for University's Program. University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 Orientation. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.

- 1.4 Discipline. University shall be responsible for counseling, controlling, disciplining and all activities of students at School District.
- 1.5 Documentation. University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 Fingerprint and TB Clearance. The University will be responsible for students obtaining fingerprint and TB clearance and maintaining all documentation should proof be requested.

In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain, at their sole expense, a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

- 1.7 School District Policies and Procedures. University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University.
- 1.8 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.9 Confidentiality. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records) ; California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder

(42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

- 1.10 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to School District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at School District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program.
- 1.11 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.
- 1.12 Program description: See exhibit A attached for the description of the practicum/fieldwork requirements.

2. RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.
- 2.2 Implementation of Program. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.
- 2.3 Supervision: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school counselor provided by the School District.
- 2.4 Space and Storage. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.
- 2.5 Removal of Students. In the event that any University student, in the sole discretion of School District, fails to perform satisfactorily, fails to follow School District policies, procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right

to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.

- 2.6 Documentation. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 Statement of Adequate Staffing. School District acknowledges that it has adequate counseling staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 Authority. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.
- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

3. RELATIONSHIP OF THE PARTIES

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) years unless terminated sooner as provided herein.
- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and

neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.

- 3.4 Role of Students. It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 Publicity. Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

4. GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 4.2 Assignment. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 Non-Discrimination. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent that religious freedom exemptions apply. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statues and judicial decisions.
- 4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified

and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District: Fullerton School District
1401 Valencia Drive
Fullerton, CA 92833
Attention: Nina Mota

University: Concordia University Irvine
1530 Concordia West
Irvine, CA 92612
Attn: Office of the Provost
provost@cui.edu
Copy to General Counsel

- 4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 4.9 Program Description: Refer to Exhibit A for the description of the practicum and fieldwork program.

SIGNATURE PAGE

THIS AGREEMENT IS ENTERED INTO THIS __11th__ DAY OF __March____, **2020** .

AGREEMENT EFFECTIVE:

STARTING __11th__ DAY OF __March____, **2020** THROUGH __11th__ DAY OF
__March____, **2023**.

(Three year agreement – May be renewed with consent of both parties)

SCHOOL DISTRICT:

Signature: _____

Typed Name: Chad Hammitt, Ed.D.

Title: Assistant Superintendent, Personnel Services

Date: _____

CONCORDIA UNIVERSITY:

Signature: _____

Typed Name: Dr. Peter Senkbeil – Concordia University, Irvine, CA.

Date: _____

Exhibit A

During the course of the Practicum or Fieldwork experience, the Practicum or Fieldwork experience student will complete the approved Concordia University Practicum or Fieldwork experience portions of the program.

- a. The duration for the Practicum or Fieldwork experience will be determined prior by the School District and Concordia University for each Practicum or Fieldwork experience student. It is intended that this Practicum or Fieldwork experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

- b. Fieldwork experience: 1 calendar year at full time (non-internship) OR b) 2 calendar years at part-time. The School District and Concordia will cooperatively develop and implement a support system for each Practicum or Fieldwork experience student.
- c. The Practicum or Fieldwork experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum/Fieldwork experience activities will be determined using the Planning Document based upon the California Standards for the Counseling Profession.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Peer counseling related to university or college program practicum course
- 2) Personal and career assessment
- 3) Personal counseling experience in either individual or group context
- 4) School-based programs serving parents and family members
- 5) Community service programs serving children and families
- 6) School related experience such as "shadowing" a school counselor, observing classroom instruction, attending district and school-based meetings, and become familiar with school-based community resources
- 7) Become familiar with special needs students; Gifted and Talented programs; attend/observe IEP/504 meetings; assessment and evaluation activities; Common Core instructional activities; Student Study teams; master schedule activities; etc.

Fieldwork Experience Duties – 600 hours required (University/District-level):

- 1) Continue to participate in any duties or activities listed under the practicum section
- 2) Perform functions of school counselors in school counseling domains
- 3) Work with diversity programs
- 4) Work with the development and implementation of a program that addresses diversity issues
- 5) Work with individuals and groups of a racial and ethnic background different from that of the candidate
- 6) Gain experience at two different settings: elementary, middle school, or high school
- 7) Participate in group supervision throughout the Fieldwork experience

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTIVE STEPS EFFECTIVE MARCH 11, 2020 THROUGH JUNE 30, 2020**

Background: Board approval was granted on November 12, 2019 (Board Agenda Item #1j) for the agreement with Active Steps. An Addendum is requested due to a change in the not to exceed amount. Active Steps is utilized when District Instructional Assistant vacancies have not been filled.

Rationale: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

Funding: Total cost of this contract is to be in the amount of the Independent Contractor Agreement and is to be paid from the Special Education General Fund.

Recommendation: Approve/Ratify Addendum to the Agreement between Fullerton School District and Active Steps effective March 11, 2020 through June 30, 2020.

JL:RG:vm
Attachment

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT AND ACTIVE STEPS
EFFECTIVE MARCH 11, 2020 THROUGH JUNE 30, 2020

This addendum is being submitted to amend not to exceed amount on Board item originally submitted and Board approved on November 12, 2019 (Item #1j). All other information to remain as originally submitted.

Original not to exceed amount: \$30,000

New not to exceed amount: \$85,000

Robert Pletka, Superintendent
Fullerton School District

Date

Active Steps

Date

Prepared by: ROBIN GILLIGAN

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENT

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Eun Choung – AG 4010, BUS 3000, GEO 3510, IBM 3012, MHR 3020

Total amount payable to Eun Choung - \$500.00

Edna Figueroa – Computer 100

Total amount payable to Edna Figueroa - \$328.79

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement (Unrestricted General Fund) for the 2019/2020 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

CH:JC:ef

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1211 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1211 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$160,610.88
	Total	<u>\$160,610.88</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$160,610.88 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1211 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: APPROVE THE PIGGYBACK BID 1512 FROM GARDEN GROVE UNIFIED SCHOOL DISTRICT FOR DISTRICT-WIDE RENTAL/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS FROM SKC COMPANY INC.

Background: Garden Grove Unified School District Bid No. 1512 for the purchase or rental of relocatable modular buildings awarded to SKC Company Inc. provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid No. 1512 through August 31, 2020.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing or renting relocatable modular buildings

Funding: Cost not to exceed \$300,000 and will be paid from various budgets. ASCIP will reimburse for cost associated with Laguna Road.

Recommendation: Approve the piggyback Bid Number 1512 from Garden Grove Unified School District for district-wide rental/or purchase of relocatable modular buildings from SKC Company Inc.

RC:mm

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B025 THROUGH 19/20-B026 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B025 through 19/20-B026 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B025

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$43,893 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$40,000
8999	All Other Local Revenue	3,893
	Total:	\$43,893

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$23,564
2000	Classified Salaries	2,230
3000	Employee Benefits	25
4000	Books and Supplies	18,929
5000	Services & Other Operating Expenses	-31,738
9789	Reserve for Economic Uncertainties	78,011
	Total:	\$43,893

Explanation: This Resolution reflects budget adjustments in the Second Interim Financial Report to be presented at the March 10, 2020 Board Meeting which includes adjustments for interest and ASB reimbursements. It also includes various adjustments to expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B026

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$100,404 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Federal Revenue	\$18,705
8699	All Other Local Revenue	116,807
8792	Transfers of Apportionments from County Offices	-35,108
	Total:	\$100,404

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$5,615
2000	Classified Salaries	-47,128
3000	Employee Benefits	-32,654
4000	Books and Supplies	139,002
5000	Services & Other Operating Expenses	81,205
7000	Other Outgo	702
9789	Reserve for Economic Uncertainties	-35,108
	Total:	\$100,404

Explanation: This Resolution reflects budget adjustments in the Second Interim Financial Report to be presented at the March 10, 2020 Board Meeting which includes donations to various school sites, Early Learning Inclusive Pre-School (ELIP) and fine arts. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business

Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE NOTICE OF COMPLETION FOR 2018 FENCE REPLACEMENT-
VARIOUS SITES, FSD-17-18-MF-01, TO A-1 ENTERPRISES, INC., A-1
FENCE COMPANY

Background: On June 19, 2018, the Board of Trustees approved the award of a contract for 2018 Fence Replacement-Various Sites, Project FSD-17-18-MF-01 to A-1 Enterprises, Inc., A-1 Fence Company.

Rationale: As this project is now determined to be complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount not to exceed of \$1,024,896.44 paid from Various Funds.

Recommendation: Approve Notice of Completion for 2018 Fence Replacement-Various Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton (Elementary) School District, 1401 W. Valencia, CA 92833, (Various Schools within FSD), the contract for the doing of which was heretofore entered into on the 19th day of June 2018 which contract was made with A-1 Enterprises, Inc., A-1 Fence Company of Anaheim, CA, as contractor; that the work on said improvements was actually completed and accepted on the 10th day of March 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Contractors Bonding and Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: A-1 Enterprises, Inc., A-1 Fence Company as part of the 2018 Fence Replacement-Various Sites, Project FSD-17-18-MF-01 of improvements for the safety of staff and students attending Fullerton (Elementary) Schools.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2020,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE INDEPENDENT CONTRACT AGREEMENT WITH OMB ELECTRICAL ENGINEERS, INC., FOR ELECTRICAL ENGINEERING SERVICES FROM MARCH 11, 2020 TO JULY 01, 2021

Background: The District currently has various construction projects in progress. The services of an electrical engineer are needed.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). The DSA reviews and approves school construction plans for projects that meet specific criteria. An electrical engineer can assist the architect in obtaining necessary approvals of drawings from DSA and submitting engineering drawings and calculations necessary to secure electrical approvals.

District staff recommends entering into an agreement with OMB Electrical Engineers, Inc. for these services. OMB Electrical Engineers, Inc., is a full-service engineering firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Cost are set at professional hourly rates as detailed in the Independent Contractors Agreement. The projected cost for services of each project will be approved in advance by the Assistant Superintendent of Business Services, before any work commences. Cost will be paid from various funds, including the General Fund.

Recommendation: Approve independent contractor agreement with OMB Electrical Engineers, Inc., for electrical engineering services from March 11, 2020 to July 01, 2021.

RC:SS:ys
Attachments

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **OMB Electrical Engineers, Inc.**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide the services of electrical engineering and will assist the architect in obtaining necessary approvals of drawings from the Division of the State Architect, (DSA, also assist with the submitting of engineering drawings and calculations necessary to secure electrical approvals. Not limited to telecommunications and fire alarm construction documents necessary for DSA plan check coordination and construction observation services.**
2. Term. Contractor shall commence providing Services under this Agreement on **March 11, 2020** and will diligently perform as required and complete performance by **July 01, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Hourly rates as set forth in “Exhibit A”**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A (or N/A).

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
OMB Electrical Engineers, Inc.
8825 Research Drive
Irvine, CA 92618

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY OF **March 2020**.

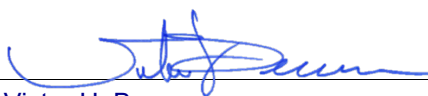
FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

OMB Electrical Engineers, Inc.

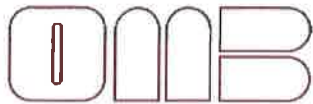
By:

 2/21/2020

Victor H. Becerra
Principal

On File

Taxpayer Identification Number



a Salas O'Brien Company

Cost of Services

1. Compensation for preparation of plans, project specifications and construction observation site visits shall be based on a maximum not-to-exceed fee :

At the end of each calendar month, OMB shall submit an invoice for the amount due in proportion to services performed. Compensation due at the end of each phase shall equal the following percentages of the total fixed fee:

The overall scope of work will be performed and billed for in service phases as follows:

- | | |
|--|-----|
| 1. Completion of Construction Documents: | 75% |
| 2. Bidding: | 5% |
| 3. Construction Administration: | 20% |
| Total: | |

2. Compensation for extra services will be invoiced at the following hourly rates:

Principal	\$225
Associate / Project Manager	\$200
Lighting Designer	\$190
Project Engineer	\$180
Sr. Designer	\$160
Designer	\$140
BIM / Revit Drafting	\$120
CAD Drafting	\$100
Clerical	\$ 85

3. Reimbursable expenses are in addition to compensation and include expense of plotting, reproductions, delivery charges of drawings & specifications, and plan check fees. Reimbursable expenses will be invoiced at cost. Plotting reproduction will be invoiced at \$0.55 per square foot unless other terms and conditions are negotiated prior to commencement of work. In-house coordination plotting is not a reimbursable expense.



CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC FOR THE REPAIR AND REPLACEMENT OF ITEMS IN CLASSROOM NUMBER 12 LOCATED WITHIN RAYMOND ELEMENTARY SCHOOL**

Background: On January 22, 2019, the Board of Trustees Approved Piggyback Bid BP#1 of Wiseburn Unified School District, with KYA Services, LLC, for the purchase of flooring, wall and interior finishes. Project No. 1-1-18568 is for the repair and replacement of worn and damaged materials in classroom number 12 located at Raymond Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The contract amount not to exceed is \$53,060.52 to be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC for the repair and replacement of items in classroom number 12 located within Raymond Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Raymond Elementary School, 517 N. Raymond Ave., Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 22nd day of January, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 10th day of March 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the Board Approved Piggyback Bid BP#1 of Wiseburn Unified School District with KYA Services, LLC, Project No. 1-1-18568 for the repair and replacement of worn and damaged materials in classroom number 12, this for the safety of staff and students attending Raymond Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2020,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SUMMER ENRICHMENT SPEECH AND DEBATE PROGRAM AT NICOLAS JUNIOR HIGH SCHOOL FROM JUNE 29, 2020 THROUGH JULY 10, 2020**

Background: During the 2018/2019 school year, the Fullerton School District started a District-wide Speech and Debate program that now involves 17 schools and approximately 500 students. The program was immediately successful as students gained confidence and success competing against students across Orange County. The success and popularity of the program has resulted in 20 students qualifying for the National Tournament in Albuquerque, New Mexico, this summer.

Fullerton School District would like to offer the Speech and Debate experience to 150 students during the 2020 summer with the goal of (1) Increasing students' ability to think and listen critically and articulate their thoughts confidently and persuasively. (2) Increasing student problem-solving abilities and overall academic performance. (3) Increase student confidence under pressure, and (4) Help students think quickly on their feet.

Rationale: The Summer Speech and Debate camp will encourage students to compete on their school's Speech and Debate team during the 2020/2021 school year. Through this camp, students will engage in rhetoric and public speaking while they expand their vocabulary, presentation skills, and confidence. More specifically, students will learn the proper use of hand gestures, vocal inflection, non-verbal skills, vocal projection, research skills, sentence structure, argumentation, logical writing, proper use of visual aids, principals of acting, elements of comedy and memorization skills. Students will also learn effective interpersonal communication skills and relationship building skills.

Funding: Cost not to exceed \$75,000 and is to be paid from Low Performing Block Grant budget (#389).

Recommendation: Approve Agreement between Fullerton School District and Advantage Communications for the summer enrichment Speech and Debate Program at Nicolas Junior High School from June 29, 2020 through July 10, 2020.

JL:nm
Attachment

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Sung Chi, Director, Educational Services

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WINNOW+GLEAN FOR THE GRAPHIC DESIGN AND PUBLIC RELATIONS EXPERIENCE CLASS AT PARKS JUNIOR HIGH FROM MARCH 16, 2020 THROUGH MAY 21, 2020**

Background: Fullerton School District offers experiences for students to explore and engage in their strengths and interests for college and career readiness. Opportunities such as Middle College, College Con, and PATHFinder are a few examples. Sites are continuously looking for other relevant opportunities for their students as they work towards identifying their pathway. One possible area is through graphic design and public relations, which are skills that are becoming vital for the future workforce.

Rationale: Providing student experiences that are relevant to future careers and skills is essential for students as they identify their pathway to college and career. In continued support of this goal, providing a graphic design and public relations class will benefit students who are interested in this field. This 6-week afterschool class will teach students skills that will be applied towards real-world scenarios.

Funding: Cost is not to exceed \$6,000 and is to be paid from the Title IV budget.

Recommendation: Approve Agreement between Fullerton School District and Winnow+Glean for the graphic design and public relations experience class at Parks Junior High from March 16, 2020 through May 21, 2020.

JL:SC:nm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Big Rooster and Company LLC, D.B.A. Winnow+Glean**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide services to teach a 6 week course (2 classes per week) on design fundamentals and branding. Reference estimate #1018 and Fullerton branding class overview, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **March 16, 2020** and will diligently perform as required and complete performance by **May 21, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **six thousand dollars (\$6000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement,

except as follows: **MacBook Pros with Adobe Creative Cloud installed, color laser printer, scanner, digital cameras, construction paper/tracing paper/scissors, butcher paper/newspaper for cleanup, cricut machines and vinyl, button maker (or N/A).**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed

given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.
- d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.
- e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

- 13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the

Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:

Address on File

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 11TH DAY OF **March 2020**.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Winnow+Glean

By:



John Cheng, Creative Director, Winnow+Glean

27-0937642
Taxpayer Identification Number



Advantage Communications

Advantage Communications

Mr. Salvador Tinajero

Advantage Communications
3304 Aries Ct.
Santa Ana, CA 92704

Ms. Julienne Lee

Fullerton Elementary School District
1401 W Valencia Dr.
Fullerton, CA 92833

Ms. Julienne Lee,

January 21, 2020

Within this document is the proposal regarding the creation of the Speech and debate summer program.

Overview

There is a desire to build a speech and debate summer program at FSD. This program will continue to promote speech and debate as well as build English acquisition, analytical writing, vocabulary and effective oral communication skills. This summer program will help FSD students get a head start in speech. Students will exit the summer program with a fully prepared and coached speech. This will help each program because they will have students who can demonstrate to new students what each speech event will look like. This makes it easier for teachers to demonstrate each event that is going to be offered in the following year. It also creates a path for FSD students to have a greater success at state and at national competitions. Students who compete at the highest level always attend a summer camp to give themselves an edge in competition.

Summary

The speech and debate summer program will be designed and developed by Sal Tinajero. Mr. Tinajero will provide the administrative and operational support for a 150 students.

Our proposal will include:

- **Individualized speech preparations or debate case preparation for each student**
- **Students will receive 10 hours of communication theory lectures**
- **Students will receive 10 hours of speech or case preparation**
- **Our staff will consist of 30 coaches**
- **Each staff member will report and help facilitate scripts and coach students. The staff members will work from June 29, 2020 through July 10, 2020**
- **Summer camp coaching will occur from 8:00 AM – 12:00 PM, Monday through Friday**
- **The coach to student ration will not exceed 6 students to 1 coach**

Director's Experience

Sal Tinajero has a wealth of experience and success in Forensics. He started the Fullerton Union High School Speech and Debate program in 2001. In his tenure the program grew from 20 students to a team of over 100 students per year. Under his leadership the team won three National Championships and one State Championship. He has coached five student state champions and two student national champions. In 2005, he was invited to the White House and awarded the National Hispanic Teacher of the Year. This year he was selected as the National Speech and Debate Association California Educator of the Year. He was one of the five finalist for the National Educator of the Year. In Santa Ana he has created 18 successful programs with over 880 students in two short years. Students are competing at high level and receiving national recognition.

Logistics

Timeline

We will facilitate and execute the administrative and operational aspects of the summer program according to the following timeline:

- Secure 30 forensics staff members
- Assure that speech students leave camp with a fully prepared and coached speech
- Assure that debaters create an affirmative and negative case
- Provide both communication theory lectures
- Provide debate methodology instruction

Process

We will require the following payment schedule:

- **July 2, 2020 for 40,000**
- **July 10, 2020 for 35,000**

Investment

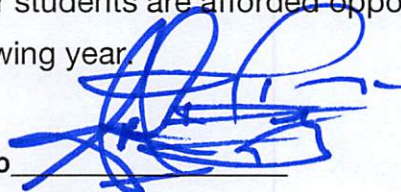
- We will do this in June/July of 2020. We will serve 150 students. If we grow above that number, we will consult with the district before an expansion is allowed.
- We will conduct the administrative and operational aspects of the summer program for 150 paid students for the project cost of 75,000.00. Once we hit the 150 student mark, Advantage Communications **will absorb 30 more students at no cost.** This will bring the total student number to 180.

Fullerton School District Responsibilities

- Provide 30 classrooms
- Provide 1 computer lab or digital support for writing workshop
- Access to the host school copy machine to print scripts
- Purchase 60 black interpretation binders and 420 pages
- Provide snacks for the students
- Provide 10 reams of white copy paper
- Pay for custodial, security, IT support and usage of school site including fees

Speech and Debate as a program will help develop and shape the future leaders of our country. As we begin to include students from all backgrounds, we will begin to equalize the way in which our students are afforded opportunities. I look forward to partnering with you in the following year.

Mr. Salvador Tinajero _____



CEO Advantage Communications
Superintendent

Phone:(714) 913- 3515
E-mail: advantagecommunicationsceo@gmail.com

Dr. Robert Pletka _____

Fullerton School District

Phone (714) 447-7405
suptoffice@myfsd.org

Advantage communications

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND HOLLAR SPEECH AND LANGUAGE SERVICES EFFECTIVE MARCH 11, 2020 THROUGH JUNE 30, 2020**

Background: Board approval was granted on July 30, 2019 (Board Agenda Item #1nn) for the agreement with Hollar Speech and Language Services. An Addendum is requested due to a change in the not to exceed amount. When an Independent Educational Evaluation (IEE) is granted by the District, costs may increase due to the individual needs of students.

Rationale: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

Funding: Total cost of this contract is to be in the amount of the Independent Contractor Agreement and is to be paid from the Special Education General Fund.

Recommendation: Approve/Ratify Addendum to the Agreement between Fullerton School District and Hollar Speech and Language Services effective March 11, 2020 through June 30, 2020.

JL:RG:vm
Attachment

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT AND HOLLAR SPEECH AND LANGUAGE SERVICES
EFFECTIVE MARCH 11, 2020 THROUGH JUNE 30, 2020

This addendum is being submitted to amend not to exceed amount on Board item originally submitted and Board approved on July 30, 2019 (Item #1nn). All other information to remain as originally submitted.

Original not to exceed amount: \$2,600

New not to exceed amount: \$5,200

Robert Pletka, Superintendent
Fullerton School District

Date

Hollar Speech and Language Services

Date

Prepared by: ROBIN GILLIGAN

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PERRY PASSARO, MD, EFFECTIVE MARCH 11, 2020 THROUGH JUNE 30, 2020**

Background: Board approval was granted on July 30, 2019 (Board Agenda Item #1nn) for the agreement with Perry Passaro, MD. An Addendum is requested due to a change in not to exceed amount. When an Independent Educational Evaluation (IEE) is granted by the District, costs may increase due to the individual needs of students.

Rationale: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

Funding: Total cost of this contract is to be in the amount of the Independent Contractor Agreement and is to be paid from the Special Education General Fund.

Recommendation: Approve/Ratify Addendum to the Agreement between Fullerton School District and Perry Passaro, MD, effective March 11, 2020 through June 30, 2020.

JL:RG:vm
Attachment

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT AND PERRY PASSARO, MD,
EFFECTIVE MARCH 11, 2020 THROUGH JUNE 30, 2020

This addendum is being submitted to amend not to exceed amount on Board item originally submitted and Board approved on July 30, 2019 (Item #1nn). All other information to remain as originally submitted.

Original not to exceed amount: \$5,775
New not to exceed amount: \$11,550

Robert Pletka, Superintendent
Fullerton School District

Date

Perry Passaro, MD

Date

Prepared by: ROBIN GILLIGAN

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE NUTRITION SERVICES TRANSPORTER SERVICES WITH AGAPE WORLDWIDE LOGISTICS, INC. TO THE FULLERTON SCHOOL DISTRICT, THROUGH JUNE 30, 2020

Background: Agape Worldwide Logistics, Inc. will provide the Nutrition Services support on an as needed basis through the end of the school year with current routes that staff are not able to cover. Agape Worldwide Logistics Inc. drivers shall be responsible for following and enforcing the rules and policies related to the operation of motor vehicles, as well as complying with all the laws and regulations related to transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Drivers will be fingerprinted, background checked and drug tested. The vehicles used will be inspected by the Transportation Shop prior to performing work. This contract expires on June 30, 2020.

Rationale: Nutrition Services needs to fill two full time routes as needed due to transporter staffing shortage and staff that is on long-term leave. The District has been recruiting for several months for a transporter, and has been unsuccessful in filling the position. This transporter services agreement will help ensure that food will be delivered to all schools as needed.

Funding: Cost not to exceed \$100,000 from the Nutrition Services Department budget.

Recommendation: Approve independent contractor agreement to provide nutrition services transporter services with Agape Worldwide Logistics, Inc. to the Fullerton School District, through June 30, 2020.

RC:mm
Attachment

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Agape Worldwide Logistics Name of Independent Contractor hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide please see attached hereinafter referred to as "Services." (Describe services or refer to a written proposal and attach the proposal as an exhibit to the Agreement.)

Services shall be provided by Agape Worldwide Logistics (Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on _____, _____, and will diligently perform as required and complete performance by _____.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed per day 425 Dollars (\$425.00). District shall pay Contractor according to the following terms and conditions: please see attached

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: (Describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A.) N/A

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: *any specific equipment, supplies or materials needed to perform duties not otherwise outlined in the proposal (i.e. keys, carts etc)*
Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed

insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000 Employers' Liability

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: _____

Contractor: *Agape Worldwide Logistics*
Name: *Liles Cobb, owner*
Address: *1404 E. Walnut Ave Unit A*
City, ST, Zip: *Fullerton, CA 92831*
Attn: *Liles Cobb*

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this ____ day of _____, 20____.

FULLERTON SCHOOL DISTRICT

CONTRACTOR NAME:

By: _____

By: Cites Coble

(Signature) _____

(Signature) R Liles W...

Title:

Title: Owner

Date:

Date: 2/20/2020

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

Taxpayer I.D. Number: 47-4655622

Transport Support for Nutritional Services Proposal

Written by: Arthur Ortega

February 18, 2020

Revised

Transportation support for material products only between Fullerton School District (FSD) **and** **Agape Worldwide Logistics**

Introduction

Agape Worldwide has been an integral part of the Fullerton community for the last 5 years. We have been supporting many small businesses and large corporations within Fullerton and the surrounding areas for the last 13 years. Agape is partnered with Adcom Worldwide, which is part of Radiant logistics, a publically traded company. Agape worldwide is independently owned and operated. What this means is, we have the knowledge and resources to support our communities locally with the support and structure to provide reliable and dependable services at lower costs.

We chose to settle in Fullerton due to the long standing history of diversity and a sense of community it has. Hiring locally, we currently have family members within the District. This adds to our sense of responsibility and reliability we can bring to the Fullerton School District in supporting your operations. We understand the importance and reliability needed for on-time deliveries that are delivered safely by competent and vetted staff.

As we make the children of our community a priority, understanding the nutritional support is also a priority. Making sure that the children of Fullerton are fed and continue to stay healthy is vital in keeping them energized and motivated throughout the school year. Accordingly, I would like to propose our support to the districts nutritional services department to make sure the children of FSD get what they need to thrive, grow and develop without barriers.

Proposal

To provide ancillary support to the nutritional department within the Fullerton School District

Goals of the proposal include:

- Provide transportation of food and beverages as needed to the assigned schools
- Support union based staff as needed based on the needs of the District
- Provide a level of support that is sometimes needed when other options are not available
- Integrate our services in supporting the Fullerton community better

A. Responsibilities of Contractor/Agape Worldwide:

1.0 Transport of nutritional items

- 1.1 Provide transport for transportation of food from warehouse in Fullerton to the distribution sites as needed.
- 1.2 The transporter is responsible to provide fuel for all trucks for transport of the food and beverages allocated.
- 1.3 Provide roadworthy vehicles in very good condition that are well maintained for transportation of nutritional items to designated locations.
- 1.4 Transporter is required to ensure his trucks are the types and sizes that can easily move within the district.
- 1.5 Commence loading of the trucks in warehouse immediately when they receive instructions from FSD personnel.
- 1.6 Properly secure cargo inside the truck
- 1.7 Driver to deliver products at the designated space within each school on time per schedule provided by FSD personal.
- 1.8 Trucks provided by contractor will be available for use for up to 8 hours of work time this will not include breaks and lunch of the driver.

Note. All vehicles used to execute this contract will be subject to inspection by the FSD personal as needed for approval of work within the District.

2.0 Personnel

- 2.1 The Transporter will employ adequate personnel to transport the goods. The responsibility for such personnel will be fully that of the contractor and not of the FSD.

Note. Personal provided by the transporter/contractor will be fully vetted and screened in accordance organizational policy. This includes drug testing and background checks to ensure the safety and security of employees and children within the FSD.

3.0 Reports

- 3.1 Provide invoices for all transport charges on a timely basis.
- 3.2 For payment, the transporter will submit to the Nutritional Department's office in original invoice or electronic invoice, whichever is preferred by the Department personnel

4.0 Insurance and Security

- 4.1 The Transporter will ensure that the trucks are fully insured to the value of the Vehicle and cargo against normal risks (fire, theft and third party liability) at his own expense and no liability will attach to the FSD in this respect. Transporter will provide proof (a certificate from the insurance company) of the insurance coverage to the FSD
- 4.2 Transporter will ensure that the driver of the trucks will also be insured in accordance with laws of California.

Note. Insurance requirements will be met in accordance with the Districts requirements at all times while servicing the District. Any changes of the insurance will be reported immediately to FSD personnel.

5.0 General

1.1 Contractor shall remain in compliance with all applicable federal, state and local laws, rules and regulations and ordinances including workers compensation.

B Responsibility of the Fullerton School District

1.0 Payment to Transporter

1.1. Fullerton School District will pay Adcom Worldwide for transport of commodities from warehouse at the rate of USD **\$425** per occurrence.

1.2. FSD will not make any advance payments

Note. Occurrence is defined as one truck and one driver to be provided to FSD nutritional services for a period of 8 hours plus two fifteen minute breaks and a 30 minute lunch. This will also include all services listed in part A of this proposal.

2.0 Personnel

1.1. Drivers provided by Adcom/contractor will be allotted two fifteen minute breaks and a lunch in accordance with normal working practices of the nutritional departments' personnel.

3.0 Notification

3.1 FSD is not required but encouraged to provide at least 24 hour notice for services needed. Less than 24 hour notice may effect scheduling and may affect same day services for that day.

Please consider our proposal and we appreciate any feedback you may have. If you have further questions please feel free to call our office @714-870-7447 and ask for Liles or Arthur.



Liles Cobb

Owner

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: APPROVE OUT-OF-STATE CONFERENCE FOR TWO STAFF MEMBERS FROM INNOVATION AND INSTRUCTIONAL SUPPORT TO ATTEND THE POWERSCHOOL USERS GROUP (PSUG) NATIONAL INFORMATION EXCHANGE & VENDOR EXPO IN LAS VEGAS, NEVADA, FROM JULY 27 – 30, 2020

Background: The PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo is hosted by PowerSchool users and vendors whose products support the Fullerton School District PowerSchool student information system.

Trish Behlings and Beci Weed, Innovation and Instructional Support, have attended the conference the last seven years and have gained invaluable knowledge from PowerSchool Users across the nation. This conference will provide Fullerton School District staff with an additional opportunity to gain knowledge and develop a network with industry experts and peers that can be utilized for support throughout the year.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Cost is not to exceed \$3,800 from the Innovation and Instructional Support budget 409.

Recommendation: Approve out-of-state conference for two staff members from Innovation and Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 27 – 30, 2020.

JD:kv

CONSENT ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **AWARD A CONTRACT TO RUG-ED PRODUCTS, INC. PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-18-00-0120B, FOR THE PURCHASE OF NON-INFORMATION TECHNOLOGY COMMODITIES**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the Federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required.

The District's Purchasing Department has considered procurement methods for the purchase of technology protective cases and related items and finds that, as applicable it is in the best interest of the District to procure those items utilizing the CMAS contract number 4-18-00-0120B. This contract expires on January 31, 2023.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing non-information technology commodities as required throughout the district. Contract is available for review in the Superintendent's Office.

Funding: Funding not to exceed \$300,000 from the General Fund.

Recommendation: Award a contract to Rug-ed Products, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-18-00-0120B, for the purchase of non-information technology commodities.

RC:mm

DISCUSSION/ACTION ITEM

DATE: March 10, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW AND REVISED BOARD POLICIES

Background: The following new and revised board policies were presented to the Board of Trustees for the first reading at the February 11, 2020 Board Meeting:

New:

Personnel
BP 4131 – Staff Development
BP 4136 – Non-school Employment
BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel
BP 4139– Peer Assistance Review

No recommendations have been made and these are now being presented for approval.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new and revised Board Policies.

CH:nm
Attachments

Fullerton School District

Board Policy

Staff Development

BP 4131

Personnel

Board Adopted:

The Board of Trustees believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development, which includes opportunities for teachers to enhance their instructional and classroom management skills, and become informed about changes in pedagogy and subject matter.

The Superintendent or designee shall involve teachers, site and District administrators, and others, as appropriate, in the development of the District's staff development program. He/she shall ensure that the District's staff development program is aligned with District priorities for student achievement, school improvement objectives, the local control and accountability plan, and other District and school plans.

The District's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and District academic standards
2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction
4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students
5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning
6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education
7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention
8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction
10. Knowledge of topics related to student health, safety, and welfare
11. Knowledge of topics related to employee health, safety, and security

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

Professional learning opportunities offered by the District shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other

teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data.

The District's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the District's priorities for student achievement.

Legal Reference:

EDUCATION CODE

44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44300 Emergency permits
44325-44328 District interns
44450-44468 University internship program
44570-44578 Inservice training, secondary education
44830.3 District interns
45028 Salary schedule and exceptions
48980 Notification of parents/guardians; schedule of minimum days
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities
99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement
80021 Short-term staff permit
80021.1 Provisional internship permit
80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Fullerton School District BP 4131

California Standards for the Teaching Profession, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

(11/08 12/13) 5/17

Fullerton School District

Board Policy

Non-School Employment

BP 4136

Personnel

Board Adopted:

In order to help maintain public trust in the integrity of District operations, the Board of Trustees expects all employees to give the responsibility of their positions precedence over any other outside employment. A District employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her District duties.

An outside activity shall be considered inconsistent, incompatible, or inimical to District employment when such activity:

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another District employee or Board member

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

Tutoring

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another District student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use District facilities, equipment, or supplies when providing the tutoring service.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51520 Prohibited solicitation on school premises
GOVERNMENT CODE
1126 Incompatible activities of employees
1127 Incompatible activities; off duty work
1128 Incompatible activities, attorney
CODE OF REGULATIONS, TITLE 5
80334 Unauthorized private gain or advantage
ATTORNEY GENERAL OPINIONS
70 Ops.Cal.Atty.Gen. 157 (1987)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

CSBA Revisions
(9/91) 7/08

Fullerton School District

Board Policy

Negotiations/Consultation

BP 4143, 4243

Personnel

Board Adopted:

The Board of Trustees recognizes its responsibility to represent the public's interests in the collective bargaining process. In ratifying agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the District in order to provide students with a high-quality instructional program based on a sound, realistic budget.

The Board and the Superintendent shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations. The Board shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of District goals and priorities.

The Board and its bargaining team shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation.

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the District regarding the proposed changes.

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of District compensation when meeting and negotiating and/or for the processing of grievances.

The Board and its bargaining team shall establish standards of conduct pertaining to the negotiations process for members of the bargaining team. Certain meetings related to negotiations shall not be open to the public in accordance with Government Code 3549.1 and 54957.6, except as otherwise required by law. Matters discussed in these meetings shall be kept in strict confidence in accordance with law.

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the District.

The Board shall monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the District's short- and long-term fiscal, programmatic, instructional, and personnel goals.

The Board and/or Superintendent or designee shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals unless otherwise agreed upon by the District and exclusive representative.

Whenever the District has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The District shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement.

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years.

In the event of an impasse in negotiations, the district shall participate in good faith in mediation and fact-finding procedures pursuant to Government Code 3548-3548.8.

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing and ratified by the Board and the employees' exclusive representative.

Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

Legal Reference:

EDUCATION CODE

44987 Service as officer of employee organization (certificated)

45210 Service as officer of employee organization (classified)

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org/labormgmt>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.aspx>

CSBA Revisions

(10/95 3/07) 4/15

Fullerton School District

Board Policy

Peer Assistance and Review

BP 4139

Personnel

Board Adopted: September 28, 2010

~~In order to assist teachers who may need additional development in subject matter knowledge and/or teaching strategies, the Board of Trustees shall work with the local teachers' organization to establish and maintain a program of peer assistance and review linking participating teachers with exemplary teachers serving as consulting teachers. Consulting teachers shall provide sustained, intensive support including, but not limited to, multiple classroom observations, recommendations for staff development and regular meetings with participating teachers.~~

~~The Superintendent or designee shall establish in accordance with law a joint teacher administrator peer review panel to manage the program.~~

~~Board decisions regarding the continued employment of an individual participating teacher shall include consideration of the results of the individual's participation in the peer assistance and review program and the recommendations of the consulting teacher and review panel.~~

~~The Board shall coordinate policies and procedures related to the District's peer assistance and review program with other District activities for staff development, teacher support, and staff evaluation.~~

The Board of Trustees recognizes the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. The Superintendent or designee shall develop a program of intensive professional development and consultation to help interns and beginning teachers apply their academic preparation more effectively in the classroom and to assist other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management.

The Superintendent or designee shall coordinate individualized teacher support and guidance activities developed pursuant to this policy with other district staff development programs and staff evaluation processes.

Teachers may volunteer to participate in a teacher support and guidance program or may be referred to such services based on their performance evaluation.

Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies and have strong interpersonal and communication skills. Support may include, but is not limited to, classroom observations, regular meetings with the support provider, and an individualized plan for professional development or coursework that takes into consideration the teacher's assignment and prior preparation and experience. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

The Superintendent or designee shall ensure the timely assignment of qualified support providers to participating teachers and for reassignment as needed. He/she shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time

and resources to assist other teachers.

The District may provide a stipend to support providers in accordance with the collective bargaining agreement and District budget.

The performance of a participating teacher shall be monitored by the support provider, Superintendent or designee, and/or a panel of teachers and administrators in order to determine whether the teacher has met program goals and to make recommendations for follow-up support or employment action, as appropriate.

The Superintendent or designee shall regularly evaluate the District's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting District goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

Legal References:

EDUCATION CODE

~~44279.1-44279.7 Beginning teacher support and assessment~~
~~44325-44328 District intern program~~
~~44500-44508 Peer assistance and review program~~
~~44560-44562 Certificated Staff Mentoring Program~~
~~44662 Evaluation of certificated employees~~
~~44664 Evaluation~~

Management Resources:

WEB SITES

~~CSBA: <http://www.csba.org>~~
~~CDE: <http://www.cde.ca.gov>~~
~~California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>~~
~~California Teachers Association: <http://www.cta.org>~~
~~California Federation of Teachers: <http://www.cft.org>~~

CSBA Revisions

~~7/99~~

EDUCATION CODE

44259 Credential requirements
44259.5 Standards for professional preparation programs
44275.4 Credential requirements, induction, out-of-state teachers
44325-44328 District interns
44450-44468 University interns
44830.3 Interns, professional development and guidance

CODE OF REGULATIONS, TITLE 5

80021 Short-term staff permit
80021.1 Provisional internship permit
80026.5 Orientation, guidance, and assistance for emergency permit holders
80033 Intern teaching credential
80055 Intern credential
80413 Credential requirements

Fullerton School District BP 4139

80413.3 Credential requirements; teachers with out-of-state credentials
UNITED STATES CODE, TITLE 20
6601-6702 Preparing, training and recruiting high quality teachers and principals

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev.
February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners,
Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May
2013

Multiple and Single Subject Induction Programs (program standards, preconditions, and language
addressing the teaching of English learners), rev. January 2013

California Standards for the Teaching Profession, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

8/14

DISCUSSION/ACTION ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: **APPROVE THE DISTRICT'S SECOND INTERIM FINANCIAL REPORT WITH A POSITIVE CERTIFICATION. PER STATE GUIDELINES, A POSITIVE CERTIFICATION INDICATES THAT, BASED UPON CURRENT PROJECTIONS, THE DISTRICT WILL MEET ITS FINANCIAL OBLIGATIONS IN THE CURRENT AND SUBSEQUENT TWO FISCAL YEARS.**

Background: The Second Interim Report is one of three financial reports that school districts are required to report to the State and provide to the public annually. The report presents the results of actual financial operations through January 31 and the projected budget for the fiscal year for all District funds. A three-year projection for the General Fund is also included. The complete Second Interim Report in the required State format, along with a descriptive narrative and comparative financial projections, are included for the Board's review.

Rationale: The District is required by Education Code to submit periodic financial reports to its oversight bodies. In order to judge a district's financial stability, these reports also include a three-year projection for the General Fund. The District is required to certify its financial outlook as Positive, Qualified, or Negative.

Funding: The District is projecting a 14.96% General Fund Unrestricted Reserve as of June 30, 2022, which is in excess of the State-required 3%.

Recommendation: Approve the District's Second Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations in the current and subsequent two fiscal years.

RC:yd
Attachments

Date: March 10, 2020

To: Board of Trustees
Robert Pletka, Ed.D.

From: Robert R. Coghlan, Ph.D.

Subject: Second Interim Report

The District's Second Interim Financial Report consisting of current year financial statements and budgets for all funds, as well as the required State reports, is attached. This memo provides a narrative overview of the report.

Background

The District is required to formally report to our community, the Orange County Department of Education (OCDE), and the State of California our actual financial results of operations three times a year. In addition to providing July 1 through year-to-date results, the reports also provide projected results for future periods. The required reports are as follows:

<u>Report:</u>	<u>Reports Actual Financial Results through:</u>	<u>Due Date:</u>
First Interim	October 31	December 15
Second Interim	January 31	March 15
J-200 Unaudited Actuals	June 30	September 15

Financial Reports Included—Second Interim Report to Board

The following reports are provided in this document:

- Second Interim Budget Projections (showing the First Interim Budget and the Second Interim Budget)
- Second Interim State Report (SACS format)
- Multi-year Projections
- Cash Flow Projections
- State Criteria and Standards Review

Year-to-date financial statements reflect actual financial results from the District's accounting system, which is maintained through OCDE on the Bi-Tech accounting system. For the First and Second Interim Reports, results are on a cash basis (no accruals are booked). Accruals are recorded for the year-end financial statements.

Current year budgets and multi-year projections are based on information provided by OCDE, the California Department of Education, School Services of California, and other relevant professional sources. A summary of the various factors used is attached at the end of this memo. Additional discussion is provided below.

Current Year Budget

At Second Interim, the District updates its First Interim Budget (approved by the Board of Trustees on December 10, 2019) to reflect current financial projections. In addition to routine budget adjustments and reclassification, the following non-routine changes were made to the 2019-20 budget from First to Second Interim:

- In the Unrestricted General Fund, the effect of the negotiated settlement with the District's certificated bargaining unit (FETA), classified group (CSEA), and management group (FESMA)

were added. The District reached an agreement with the groups after the First Interim Report was prepared which provides a 1.5% ongoing salary increase retroactive to July 1, 2019 and a 1.5% one-time off schedule agreement. The agreement also increased the family health plan cap from \$17,400 to \$18,240.

- All adjustments were routine in nature.

Routine Second Interim Budget Adjustments: The District has reviewed all of its programs, cost centers, and accounts, and has adjusted its Second Interim Budget projection to reflect the following:

- No change for 2019-20 LCFF (Local Control Funding Formula) revenue.
- At Second Interim, the District reviews all revenue accounts that are based on Average Data Attendance (ADA). If start-of-school enrollment is materially higher from budget projections, revenues will be recalculated based upon updated ADA projections. Second-month enrollment totaled 12,807—188 less than second-month enrollment for the 2018-19 school year. In the case of declining enrollment, the State “holds harmless” a District for the first year, allowing the District to claim the (higher) prior year ADA for apportionment funding. Therefore, the District is still using the same (2018-19 Second Period) ADA in the Second Interim Budget. The effect of the declining enrollment is reflected in the 2020-21 projection (discussed further below).
- Categorical revenue accounts updated to most recent grant/entitlement letters and other information received from the State and federal governments. Corresponding expenditure accounts are also adjusted accordingly. Indirect costs are updated to reflect changes in total estimated expenditures.
- Other income accounts analyzed and adjusted to reflect year-to-date receipts and estimated year-end amounts.
- Revenues and expenditures of programs that encroach on the General Fund updated to current projections and contribution accounts adjusted accordingly.
- Salary and benefit accounts adjusted to reflect updated staffing levels and changes to benefit costs, including health insurance costs.
- All expenditure accounts analyzed and adjusted to reflect year-to-date expenditures and estimated expenditures to finish the year.

At the First Interim Budget, the District projected an Unrestricted General Fund net decrease for the 2019-20 fiscal year of (\$179,628). After all the above adjustments, the 2019-20 updated Second Interim Budget reflects a net decrease of (\$2,827,537). This is a decrease in ending balance by (\$2,647,909). The main reason for the increase in the net decrease was for the 1.5% off schedule plus 1.5% on schedule salary settlement with all bargaining groups.

The revised ending unrestricted fund balance (including assigned) is projected at \$29,920,203, or 19.83% of the General Fund expenditures. This amount is \$21,395,112 above the State-required 3% reserve.

Multi-Year Projections

The most important element of the Second Interim Report is the three-year projection for the General Fund. In this forecast, the District projects its financial prognosis for the current and subsequent two years. The purpose of the projection is to report to its stakeholders on the continued fiscal viability of the District. The projection provides the rationale for the District’s choice of certification options (Positive, Qualified, or Negative) on its Certification of Financial Condition.

Please refer to the attached summary for details of the significant variables and assumptions used in the preparation of the District’s three-year projection. The following discusses the most significant items in the three-year projection:

LCFF: The District is utilizing the Department of Finance's estimated COLAs and LCFF Funding Rate percentages. LCFF is now fully funded.

Fullerton School District is reporting a 53.95%, 54.36%, and 54.58% Unduplicated Percentage of enrollment for 2019-20 through 2021-22 based on a three-year average. The percentage is not projected to be materially different in the subsequent two years.

ADA: Based upon the 2019-20 drop in enrollment, the District is projecting a decrease in apportionment earning ADA of 231 in 2020-21. There is currently a projected decrease of 205 ADA for 2021-22.

Additional One-time Revenues: One-time revenues related to Special Education Early Intervention Preschool Grant are adjusted in the three-year projection. No additional one-time revenues are projected after the 2019-20 budget year.

Employee Compensation: Normal ongoing step and column increases are included in the three-year projection for all bargaining groups. In 2020-21, the budget projection includes \$1,030,503 for projected increases in STRS and PERS rates to be paid by the District (unrestricted). An additional \$82,931 is added for 2021-22.

Budget Additions/Decreases: The budget includes approximately \$700,000 for attrition of staff in 2020-21 and \$450,000 for 2021-22 projections. No other budget augmentations, other than routine inflationary increases have been made.

Other Non-Routine Additions to the 2020-21 Budget:

Other non-routine, discretionary additions to the budget have not been reflected in the 2020-21 projection. These will be reflected in the June budget as necessary.

Ending-Fund Balances

Taking into account all of these changes to the three-year projection, the District projects net decreases in the current and subsequent fiscal years in the Unrestricted General Fund. The projected Unrestricted General Fund ending-fund balance percentages are as follows:

Fiscal Year Ended	*Available Funds Percentage	Assigned Funds Percentage	Total Percentage
June 30, 2020	17.18%	2.65%	19.83%
June 30, 2021	16.34%	1.73%	18.07%
June 30, 2022	13.26%	1.70%	14.96%

*Available Funds include Unassigned Funds and 3% Minimum Reserve for Economic Uncertainties.

Required Disclosure under Education Code section 42127(a)(2)(b) regarding reasons for Ending-Fund Balances above the State-recommended minimum level

Education Code section 42127(a)(2)(b) requires a statement of reason that substantiates the need for assigned and unassigned ending-fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year be identified in the budget.

The Board of Trustees of the Fullerton School District currently maintains a prudent reserve which provides for anticipated future expenditures for technology, instructional materials, and other necessary instructional expenditures. The District must also have funds available to mitigate the costs of declining enrollment to the District. Additionally, the reserve is maintained to provide for

unplanned or emergency expenditures that might occur in the future. The District must also plan for future facilities needs. Finally, the District must also plan for future downturns in the State economy which could negatively affect the District's budget.

Projected Unrestricted Ending Fund Balance:

	<u>3% Minimum Reserve</u>	<u>Nonspendable</u>	<u>Assigned</u>	<u>Unassigned</u>	<u>Total Fund Balance</u>
June 30, 2020	\$4,525,091	\$120,000	\$4,000,000	\$21,395,112	\$30,040,203
June 30, 2021	\$4,345,278	\$120,000	\$2,500,000	\$19,323,948	\$26,289,226
June 30, 2022	\$4,399,033	\$120,000	\$2,500,000	\$15,039,591	\$22,058,624

Certification

Based upon current projections and budget assumptions regarding State funding and the District's financial condition, the District is certifying with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the school district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

Conclusion

The Second Interim Report is an important document in the District's ongoing communications to its stakeholders. The report and certification provide accountability and evidence of stewardship to our community.

**Fullerton School District
2019-20 Budget Projection Assumptions for Second Interim
Fiscal Years Ending June 30, 2020, 2021, and 2022**

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
LCFF			
Statutory COLA	3.26%	2.29%	2.71%
Unduplicated % (3 year rolling)	53.95%	54.36%	54.58%
LCFF dollars per ADA	\$9,195	\$9,415	\$9,672
Per ADA change to LCFF	3.44%	2.39%	2.73%
LCFF \$ Change from Prior Year/ADA	\$306	\$220	\$257
Funded ADA	12,687	12,456	12,251
Categorical Program COLAs			
Federal Programs	None Projected	None Projected	None Projected
Special Education	3.26%	2.29%	2.71%
Lottery (per ADA)	\$207	\$207	\$207
Mandated Costs Income (Block Grant)	\$407,045	\$407,045	\$407,045
One-Time Special Education Early Intervention Preschool Grant	\$1,729,913	Ø	Ø
Contribution			
Special Education	Based on current income estimates from SELPA and current expenditure projections	5.0% Increase	5.0% Increase
Routine Repair and Maintenance (contributions meet statutory minimums: 3% GF Expenditures)	Based on current expenditure projections - \$4,410,738	Based on budgeted expenditure projections - \$4,345,278	Based on budgeted expenditure projections - \$4,399,033

**Second Interim 2019-20 Budget Projection Assumptions
 FY June 30, 2020, 2021, and 2022 (continued)**

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Step and Column Increase	1.6%	1.6%	1.6%
Certificated			
Classified	1.0%	1.0%	1.0%
Benefits—Statutory	1.0%	1.0%	1.0%
Estimated Change in Health Insurance	\$664,002	\$500,000	\$500,000
STRS/PERS increase (Unrestricted)	\$1,220,834	\$1,030,503	\$82,931
Estimated Change in FTE Teachers	0.1	(7)	(4.5)
Employee Compensation Increase (other than Step and Column)			
Ongoing – FETA, CSEA, and Management	1.5%	Ø	Ø
One-time, Off Schedule	1.5%	Ø	Ø
Supplies and Services	Based on current expenditure projections	Adjusted by CPI 2.99%	Adjusted by CPI 2.89%

FULLERTON ELEMENTARY SCHOOL DISTRICT
UNRESTRICTED GENERAL FUND
2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ 116,655,602	\$ 116,655,602
Federal Revenues	-	-
State Revenues	4,222,294	4,222,294
Other Local Revenues	1,339,127	1,385,987
Total Revenues	<u>\$ 122,217,023</u>	<u>\$ 122,263,883</u>
Expenditures		
Certificated Salaries	\$ 51,917,951	\$ 53,238,502
Classified Salaries	15,076,085	15,615,202
Employee Benefits	26,921,798	27,648,091
Books and Supplies	5,110,231	5,096,161
Services and Other Operating	6,773,186	6,834,037
Capital Outlay	167,511	167,511
Other Outgo	800,990	800,990
Direct Support	(873,457)	(902,195)
Total Expenditures	<u>\$ 105,894,295</u>	<u>\$ 108,498,299</u>
Excess (deficiency) of revenues over expenditures	\$ 16,322,728	\$ 13,765,584
Other Financing Sources (Uses)		
Interfund Transfers In	\$ 760,143	\$ 760,143
Interfund Transfers Out	-	-
Contributions	(17,262,499)	(17,353,264)
Total Other Financing Sources (Uses)	<u>\$ (16,502,356)</u>	<u>\$ (16,593,121)</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (179,628)	\$ (2,827,537)
<hr/>		
Beginning Fund Balance	\$ 32,867,740	\$ 32,867,740
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	32,867,740	32,867,740
Ending Fund Balance	<u>\$ 32,688,112</u>	<u>\$ 30,040,203</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	70,000	70,000
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	4,432,879	4,525,091
Restricted	-	-
Assigned	4,000,000	4,000,000
Unassigned	24,135,233	21,395,112
Total Ending Fund Balance	<u>\$ 32,688,112</u>	<u>\$ 30,040,203</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 RESTRICTED GENERAL FUND
 2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	7,394,722	7,413,223
State Revenues	3,392,744	3,432,744
Other Local Revenues	8,691,042	9,011,519
Total Revenues	<u>\$ 19,478,508</u>	<u>\$ 19,857,486</u>
Expenditures		
Certificated Salaries	\$ 12,229,710	\$ 12,422,513
Classified Salaries	8,246,647	8,158,747
Employee Benefits	8,315,608	8,311,041
Books and Supplies	6,002,595	6,100,521
Services and Other Operating	3,539,422	3,781,042
Capital Outlay	2,111,285	2,111,285
Other Outgo	958,946	958,946
Direct Support	464,105	493,966
Total Expenditures	<u>\$ 41,868,318</u>	<u>\$ 42,338,061</u>
Excess (deficiency) of revenues over expenditures	\$ (22,389,810)	\$ (22,480,575)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	17,262,499	17,353,264
Total Other Financing Sources (Uses)	<u>\$ 17,262,499</u>	<u>\$ 17,353,264</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (5,127,311)</u>	<u>\$ (5,127,311)</u>
Beginning Fund Balance	\$ 5,127,311	\$ 5,127,311
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>5,127,311</u>	<u>5,127,311</u>
Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	-	-
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SUMMARY GENERAL FUND
2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ 116,655,602	\$ 116,655,602
Federal Revenues	7,394,722	7,413,223
State Revenues	7,615,038	7,655,038
Other Local Revenues	10,030,169	10,397,506
Total Revenues	<u>\$ 141,695,531</u>	<u>\$ 142,121,369</u>
Expenditures		
Certificated Salaries	\$ 64,147,661	\$ 65,661,015
Classified Salaries	23,322,732	23,773,949
Employee Benefits	35,237,406	35,959,132
Books and Supplies	11,112,826	11,196,682
Services and Other Operating	10,312,608	10,615,079
Capital Outlay	2,278,796	2,278,796
Other Outgo	1,759,936	1,759,936
Direct Support	(409,352)	(408,229)
Total Expenditures	<u>\$ 147,762,613</u>	<u>\$ 150,836,360</u>
Excess (deficiency) of revenues over expenditures	\$ (6,067,082)	\$ (8,714,991)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ 760,143	\$ 760,143
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ 760,143</u>	<u>\$ 760,143</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (5,306,939)	\$ (7,954,848)
<hr/>		
Beginning Fund Balance	\$ 37,995,051	\$ 37,995,051
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	37,995,051	37,995,051
Ending Fund Balance	<u>\$ 32,688,112</u>	<u>\$ 30,040,203</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	70,000	70,000
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	4,432,879	4,525,091
Restricted	-	-
Assigned	4,000,000	4,000,000
Unassigned	24,135,233	21,395,112
Total Ending Fund Balance	<u>\$ 32,688,112</u>	<u>\$ 30,040,203</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CHILD DEVELOPMENT FUND
2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	2,304,744	2,304,744
Other Local Revenues	2,531,304	2,531,304
Total Revenues	<u>\$ 4,836,048</u>	<u>\$ 4,836,048</u>
Expenditures		
Certificated Salaries	\$ 836,933	\$ 848,933
Classified Salaries	2,110,914	2,140,914
Employee Benefits	1,077,564	1,077,764
Books and Supplies	633,550	589,350
Services and Other Operating	152,563	154,563
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	187,624	187,624
Total Expenditures	<u>\$ 4,999,148</u>	<u>\$ 4,999,148</u>
Excess (deficiency) of revenues over expenditures	\$ (163,100)	\$ (163,100)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (163,100)</u>	<u>\$ (163,100)</u>
Beginning Fund Balance		
Beginning Fund Balance	\$ 994,044	\$ 994,044
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>994,044</u>	<u>994,044</u>
Ending Fund Balance	<u>\$ 830,944</u>	<u>\$ 830,944</u>
<i>Components of Ending Fund Balance:</i>		
<i>Reserve for Revolving Cash</i>	\$ -	\$ -
<i>Reserve for Stores</i>	-	-
<i>Reserve for Prepaid Exp</i>	-	-
<i>Reserve for Econ Uncertainties</i>	-	-
<i>Restricted</i>	830,944	830,944
<i>Assigned</i>	-	-
<i>Unassigned</i>	-	-
<i>Total Ending Fund Balance</i>	<u>\$ 830,944</u>	<u>\$ 830,944</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CAFETERIA FUND
2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	4,575,766	4,575,766
State Revenues	257,508	257,508
Other Local Revenues	1,336,775	1,345,212
Total Revenues	<u>\$ 6,170,049</u>	<u>\$ 6,178,486</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	2,121,510	2,137,610
Employee Benefits	1,048,669	1,042,050
Books and Supplies	2,646,050	2,564,200
Services and Other Operating	269,096	312,690
Capital Outlay	255,000	225,000
Other Outgo	-	-
Direct Support	221,728	220,605
Total Expenditures	<u>\$ 6,562,053</u>	<u>\$ 6,502,155</u>
Excess (deficiency) of revenues over expenditures	\$ (392,004)	\$ (323,669)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (392,004)</u>	<u>\$ (323,669)</u>
Beginning Fund Balance	\$ 1,936,722	\$ 1,936,722
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>1,936,722</u>	<u>1,936,722</u>
Ending Fund Balance	<u>\$ 1,544,718</u>	<u>\$ 1,613,053</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	1,544,718	1,613,053
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 1,544,718</u>	<u>\$ 1,613,053</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 DEFERRED MAINTENANCE FUND
 2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	900	900
Total Revenues	<u>\$ 900</u>	<u>\$ 900</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	40	40
Capital Outlay	36,105	36,105
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 36,145</u>	<u>\$ 36,145</u>
Excess (deficiency) of revenues over expenditures	\$ (35,245)	\$ (35,245)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (35,245)</u>	<u>\$ (35,245)</u>
Beginning Fund Balance	\$ 56,721	\$ 56,721
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>56,721</u>	<u>56,721</u>
Ending Fund Balance	<u><u>\$ 21,476</u></u>	<u><u>\$ 21,476</u></u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	21,476	21,476
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u><u>\$ 21,476</u></u>	<u><u>\$ 21,476</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
BUILDING FUND
2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	150	150
Total Revenues	<u>\$ 150</u>	<u>\$ 150</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures	\$ 150	\$ 150
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 150	\$ 150
Beginning Fund Balance		
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>8,731</u>	<u>8,731</u>
Ending Fund Balance	<u>\$ 8,881</u>	<u>\$ 8,881</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	8,881	8,881
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 8,881</u>	<u>\$ 8,881</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL FACILITIES FUND
 2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	126,500	126,500
Total Revenues	<u>\$ 126,500</u>	<u>\$ 126,500</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	76,850	76,850
Capital Outlay	304,000	304,000
Other Outgo	31,461	31,461
Direct Support	-	-
Total Expenditures	<u>\$ 412,311</u>	<u>\$ 412,311</u>
Excess (deficiency) of revenues over expenditures	\$ (285,811)	\$ (285,811)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (285,811)</u>	<u>\$ (285,811)</u>
Beginning Fund Balance		
Beginning Fund Balance	\$ 1,299,605	\$ 1,299,605
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>1,299,605</u>	<u>1,299,605</u>
Ending Fund Balance	<u>\$ 1,013,794</u>	<u>\$ 1,013,794</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	100,000	100,000
Assigned	-	-
Unassigned	913,794	913,794
Total Ending Fund Balance	<u>\$ 1,013,794</u>	<u>\$ 1,013,794</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SPECIAL RESERVE FUND-CAPITAL OUTLAY PROJECTS
2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	660,000	660,000
Total Revenues	<u>\$ 660,000</u>	<u>\$ 660,000</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	14,000	14,000
Capital Outlay	240,000	240,000
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 254,000</u>	<u>\$ 254,000</u>
Excess (deficiency) of revenues over expenditures	\$ 406,000	\$ 406,000
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ 406,000</u>	<u>\$ 406,000</u>
Beginning Fund Balance	\$ 2,532,241	\$ 2,532,241
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>2,532,241</u>	<u>2,532,241</u>
Ending Fund Balance	<u>\$ 2,938,241</u>	<u>\$ 2,938,241</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	1,785,708	1,785,708
Assigned	1,152,533	1,152,533
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 2,938,241</u>	<u>\$ 2,938,241</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL PROJECTS FUND-BLENDED COMPONENTS
 2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,998,487	1,998,487
Total Revenues	<u>\$ 1,998,487</u>	<u>\$ 1,998,487</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	146,120	146,120
Capital Outlay	-	-
Other Outgo	632,933	632,933
Direct Support	-	-
Total Expenditures	<u>\$ 779,053</u>	<u>\$ 779,053</u>
 Excess (deficiency) of revenues over expenditures	 \$ 1,219,434	 \$ 1,219,434
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Uses	1,122,395	1,122,395
Total Other Financing Sources (Uses)	<u>\$ (1,122,395)</u>	<u>\$ (1,122,395)</u>
 Excess (deficiency) of revenues over expenditures and other sources (uses)	 \$ 97,039	 \$ 97,039
<hr/>		
Beginning Fund Balance	\$ 476,715	\$ 476,715
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	476,715	476,715
Ending Fund Balance	<u>\$ 573,754</u>	<u>\$ 573,754</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	573,754	573,754
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 573,754</u>	<u>\$ 573,754</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 BOND INTEREST AND REDEMPTION FUND
 2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	4,177,699	4,177,699
Total Revenues	<u>\$ 4,177,699</u>	<u>\$ 4,177,699</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	3,929,698	3,929,698
Direct Support	-	-
Total Expenditures	<u>\$ 3,929,698</u>	<u>\$ 3,929,698</u>
Excess (deficiency) of revenues over expenditures	\$ 248,001	\$ 248,001
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 248,001	\$ 248,001
<hr/>		
Beginning Fund Balance	\$ 3,803,223	\$ 3,803,223
Other Restatements	-	-
Adjusted Beginning Fund Balance	3,803,223	3,803,223
Ending Fund Balance	<u>\$ 4,051,224</u>	<u>\$ 4,051,224</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	4,051,224	4,051,224
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 4,051,224</u>	<u>\$ 4,051,224</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 SELF INSURANCE FUND
 2019-20

	First Interim 2019-20	Second Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,774,500	1,774,500
Total Revenues	<u>\$ 1,774,500</u>	<u>\$ 1,774,500</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	173,743	173,743
Employee Benefits	92,238	92,238
Books and Supplies	66,971	66,971
Services and Other Operating	1,508,070	1,508,070
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 1,841,022</u>	<u>\$ 1,841,022</u>
Excess (deficiency) of revenues over expenditures	\$ (66,522)	\$ (66,522)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (66,522)	\$ (66,522)
<hr/>		
Beginning Net Position	\$ 1,829,031	\$ 1,829,031
Audit Adjustment	-	-
Adjusted Beginning Net Position	<u>1,829,031</u>	<u>1,829,031</u>
Ending Net Position	<u>\$ 1,762,509</u>	<u>\$ 1,762,509</u>
<i>Components of Ending Net Position:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	-	-
Assigned	-	-
Unrestricted Net Position	<u>1,762,509</u>	<u>1,762,509</u>
Total Ending Net Position	<u>\$ 1,762,509</u>	<u>\$ 1,762,509</u>

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____
District Superintendent or Designee

Date: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 10, 2020

Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Robert R. Coghlan, Ph.D.

Telephone: (714) 447-7412

Title: Asst. Superintendent Business Services

E-mail: robert_coghlan@myfsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2018-19) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since first interim in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	X	
		• Classified? (Section S8B, Line 3)	X	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2019-20 Original Budget	2019-20 Board Approved Operating Budget	2019-20 Actuals to Date	2019-20 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund				
121	Child Development Fund	G	G	G	G
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund	G	G	G	G
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects				
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund				
401	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
491	Capital Project Fund for Blended Component Units	G	G	G	G
511	Bond Interest and Redemption Fund	G	G		G
521	Debt Service Fund for Blended Component Units				
531	Tax Override Fund				
561	Debt Service Fund				
571	Foundation Permanent Fund				
611	Cafeteria Enterprise Fund				
621	Charter Schools Enterprise Fund				
631	Other Enterprise Fund				
661	Warehouse Revolving Fund				
671	Self-Insurance Fund	G	G	G	G
711	Retiree Benefit Fund				
731	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	116,642,739.00	116,655,602.00	63,869,385.83	116,655,602.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,439,721.00	4,222,294.00	1,935,349.61	4,222,294.00	0.00	0.0%
4) Other Local Revenue		8600-8799	761,511.00	1,385,987.00	616,416.39	1,385,987.00	0.00	0.0%
5) TOTAL, REVENUES			119,843,971.00	122,263,883.00	66,421,151.83	122,263,883.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	52,751,509.00	53,238,502.00	31,585,710.14	53,238,502.00	0.00	0.0%
2) Classified Salaries		2000-2999	15,019,534.00	15,615,202.00	7,991,433.81	15,615,202.00	0.00	0.0%
3) Employee Benefits		3000-3999	27,473,550.00	27,648,091.00	14,297,507.04	27,648,091.00	0.00	0.0%
4) Books and Supplies		4000-4999	3,381,061.00	5,096,161.00	2,817,551.26	5,096,161.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,003,077.00	6,834,037.00	3,745,252.32	6,834,037.00	0.00	0.0%
6) Capital Outlay		6000-6999	167,511.00	167,511.00	73,974.01	167,511.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	778,275.00	800,990.00	589,840.76	800,990.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(865,196.00)	(902,195.00)	(196,883.36)	(902,195.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			104,709,321.00	108,498,299.00	60,904,385.98	108,498,299.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			15,134,650.00	13,765,584.00	5,516,765.85	13,765,584.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(18,075,567.00)	(17,353,264.00)	0.00	(17,353,264.00)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(18,075,567.00)	(16,593,121.00)	758,467.07	(16,593,121.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,940,917.00)	(2,827,537.00)	6,275,232.92	(2,827,537.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	31,296,006.00	32,867,740.00		32,867,740.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,296,006.00	32,867,740.00		32,867,740.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,296,006.00	32,867,740.00		32,867,740.00		
2) Ending Balance, June 30 (E + F1e)			28,355,089.00	30,040,203.00		30,040,203.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	70,000.00	70,000.00		70,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,000,000.00	4,000,000.00		4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	4,215,302.00	4,525,091.00		4,525,091.00		
Unassigned/Unappropriated Amount		9790	20,019,787.00	21,395,112.00		21,395,112.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	52,493,765.00	52,810,847.00	29,342,446.65	52,810,847.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	10,273,521.00	8,218,990.00	5,815,753.00	8,218,990.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	209,168.00	205,281.00	102,668.98	205,281.00	0.00	0.0%
Timber Yield Tax		8022	5.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	38,508,351.00	40,375,083.00	22,398,567.00	40,375,083.00	0.00	0.0%
Unsecured Roll Taxes		8042	1,158,569.00	1,169,573.00	1,047,454.50	1,169,573.00	0.00	0.0%
Prior Years' Taxes		8043	428,591.00	500,434.00	487,943.84	500,434.00	0.00	0.0%
Supplemental Taxes		8044	1,734,421.00	1,819,952.00	853,854.67	1,819,952.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	8,272,350.00	7,482,510.00	336,997.00	7,482,510.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	3,563,998.00	4,072,932.00	3,483,700.19	4,072,932.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			116,642,739.00	116,655,602.00	63,869,385.83	116,655,602.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			116,642,739.00	116,655,602.00	63,869,385.83	116,655,602.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	407,804.00	407,045.00	407,045.00	407,045.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	1,994,917.00	2,048,336.00	663,347.61	2,048,336.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	37,000.00	1,766,913.00	864,957.00	1,766,913.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,439,721.00	4,222,294.00	1,935,349.61	4,222,294.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	75,000.00	75,000.00	22,802.89	75,000.00	0.00	0.0%
Interest		8660	400,000.00	642,616.00	322,147.07	642,616.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	271,511.00	653,371.00	271,466.43	653,371.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			761,511.00	1,385,987.00	616,416.39	1,385,987.00	0.00	0.0%
TOTAL, REVENUES			119,843,971.00	122,263,883.00	66,421,151.83	122,263,883.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	44,255,857.00	44,679,008.00	26,600,919.49	44,679,008.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,660,347.00	1,558,980.00	895,318.80	1,558,980.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	6,104,410.00	6,256,267.00	3,644,459.18	6,256,267.00	0.00	0.0%
Other Certificated Salaries		1900	730,895.00	744,247.00	445,012.67	744,247.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			52,751,509.00	53,238,502.00	31,585,710.14	53,238,502.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,783,805.00	1,637,695.00	690,399.25	1,637,695.00	0.00	0.0%
Classified Support Salaries		2200	6,729,065.00	7,217,676.00	3,900,221.35	7,217,676.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	1,325,216.00	1,458,582.00	793,676.68	1,458,582.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	4,572,726.00	4,739,764.00	2,335,698.28	4,739,764.00	0.00	0.0%
Other Classified Salaries		2900	608,722.00	561,485.00	271,438.25	561,485.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			15,019,534.00	15,615,202.00	7,991,433.81	15,615,202.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	8,784,298.00	9,142,972.00	4,166,857.87	9,142,972.00	0.00	0.0%
PERS		3201-3202	2,603,929.00	2,722,198.00	1,337,324.13	2,722,198.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,967,185.00	2,068,156.00	1,043,229.07	2,068,156.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	12,174,521.00	12,063,867.00	6,751,847.58	12,063,867.00	0.00	0.0%
Unemployment Insurance		3501-3502	33,981.00	35,637.00	12,900.28	35,637.00	0.00	0.0%
Workers' Compensation		3601-3602	602,602.00	621,416.00	391,062.17	621,416.00	0.00	0.0%
OPEB, Allocated		3701-3702	935,150.00	633,961.00	379,746.79	633,961.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	371,884.00	359,884.00	214,539.15	359,884.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			27,473,550.00	27,648,091.00	14,297,507.04	27,648,091.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	200.00	125.00	0.00	125.00	0.00	0.0%
Materials and Supplies		4300	3,093,950.00	4,010,660.00	1,927,357.57	4,010,660.00	0.00	0.0%
Noncapitalized Equipment		4400	286,911.00	1,085,376.00	888,714.34	1,085,376.00	0.00	0.0%
Food		4700	0.00	0.00	1,479.35	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,381,061.00	5,096,161.00	2,817,551.26	5,096,161.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	351,259.00	348,362.00	174,777.45	348,362.00	0.00	0.0%
Dues and Memberships		5300	48,600.00	49,955.00	49,968.15	49,955.00	0.00	0.0%
Insurance		5400-5450	766,100.00	766,100.00	763,636.00	766,100.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,970,000.00	1,870,000.00	1,034,284.48	1,870,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	324,117.00	341,179.00	191,322.76	341,179.00	0.00	0.0%
Transfers of Direct Costs		5710	(64,172.00)	(74,938.00)	(103,460.37)	(74,938.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(11,600.00)	(11,600.00)	(2,778.97)	(11,600.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,170,910.00	2,718,161.00	1,408,464.66	2,718,161.00	0.00	0.0%
Communications		5900	447,863.00	826,818.00	229,038.16	826,818.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,003,077.00	6,834,037.00	3,745,252.32	6,834,037.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	147,511.00	107,511.00	0.00	107,511.00	0.00	0.0%
Equipment Replacement		6500	20,000.00	60,000.00	73,974.01	60,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			167,511.00	167,511.00	73,974.01	167,511.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	250,000.00	250,000.00	135,450.27	250,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	134,175.00	134,203.00	68,282.87	134,203.00	0.00	0.0%
Other Debt Service - Principal		7439	394,100.00	416,787.00	386,107.62	416,787.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			778,275.00	800,990.00	589,840.76	800,990.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(453,600.00)	(493,966.00)	(129,214.31)	(493,966.00)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(411,596.00)	(408,229.00)	(67,669.05)	(408,229.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(865,196.00)	(902,195.00)	(196,883.36)	(902,195.00)	0.00	0.0%
TOTAL, EXPENDITURES			104,709,321.00	108,498,299.00	60,904,385.98	108,498,299.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(18,075,567.00)	(17,353,264.00)	0.00	(17,353,264.00)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(18,075,567.00)	(17,353,264.00)	0.00	(17,353,264.00)	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(18,075,567.00)	(16,593,121.00)	758,467.07	(16,593,121.00)	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,421,685.00	7,413,223.00	3,044,728.20	7,413,223.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,177,837.00	3,432,744.00	92,897.37	3,432,744.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,125,635.00	9,011,519.00	5,753,444.02	9,011,519.00	0.00	0.0%
5) TOTAL, REVENUES			17,725,157.00	19,857,486.00	8,891,069.59	19,857,486.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	12,214,446.00	12,422,513.00	7,397,110.14	12,422,513.00	0.00	0.0%
2) Classified Salaries		2000-2999	8,261,151.00	8,158,747.00	4,028,392.18	8,158,747.00	0.00	0.0%
3) Employee Benefits		3000-3999	8,298,300.00	8,311,041.00	4,503,002.79	8,311,041.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,543,076.00	6,100,521.00	1,677,665.40	6,100,521.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,983,236.00	3,781,042.00	2,255,748.31	3,781,042.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,030,000.00	2,111,285.00	1,228,203.02	2,111,285.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,016,915.00	958,946.00	95,778.52	958,946.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	453,600.00	493,966.00	129,214.31	493,966.00	0.00	0.0%
9) TOTAL, EXPENDITURES			35,800,724.00	42,338,061.00	21,315,114.67	42,338,061.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(18,075,567.00)	(22,480,575.00)	(12,424,045.08)	(22,480,575.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	18,075,567.00	17,353,264.00	0.00	17,353,264.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,075,567.00	17,353,264.00	0.00	17,353,264.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(5,127,311.00)	(12,424,045.08)	(5,127,311.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	5,127,311.00		5,127,311.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	5,127,311.00		5,127,311.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	5,127,311.00		5,127,311.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,445,067.00	2,445,067.00	0.00	2,445,067.00	0.00	0.0%
Special Education Discretionary Grants		8182	68,032.00	68,032.00	0.00	68,032.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	2,630,839.00	2,921,711.00	1,702,102.53	2,921,711.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	363,593.00	443,147.00	292,425.18	443,147.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	26,700.00	30,092.00	15,046.00	30,092.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	353,800.00	556,752.00	319,174.54	556,752.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	168,654.00	583,422.00	489,957.77	583,422.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	365,000.00	365,000.00	226,022.18	365,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			6,421,685.00	7,413,223.00	3,044,728.20	7,413,223.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materis		8560	700,203.00	773,515.00	59,877.84	773,515.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	1,655,783.00	1,794,869.00	0.00	1,794,869.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	464.00	464.00	1,019.53	464.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	821,387.00	863,896.00	32,000.00	863,896.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,177,837.00	3,432,744.00	92,897.37	3,432,744.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,213,614.00	2,140,179.00	1,206,753.79	2,140,179.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,912,021.00	6,871,340.00	4,546,690.23	6,871,340.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,125,635.00	9,011,519.00	5,753,444.02	9,011,519.00	0.00	0.0%
TOTAL, REVENUES			17,725,157.00	19,857,486.00	8,891,069.59	19,857,486.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	10,114,276.00	10,269,622.00	6,082,655.71	10,269,622.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,075,283.00	1,033,001.00	597,817.10	1,033,001.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,018,387.00	1,103,390.00	706,791.41	1,103,390.00	0.00	0.0%
Other Certificated Salaries		1900	6,500.00	16,500.00	9,845.92	16,500.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			12,214,446.00	12,422,513.00	7,397,110.14	12,422,513.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	5,129,465.00	5,041,591.00	2,518,329.03	5,041,591.00	0.00	0.0%
Classified Support Salaries		2200	1,161,927.00	1,358,346.00	671,462.80	1,358,346.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	991,621.00	1,026,531.00	473,407.85	1,026,531.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	960,029.00	715,709.00	363,944.03	715,709.00	0.00	0.0%
Other Classified Salaries		2900	18,109.00	16,570.00	1,248.47	16,570.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			8,261,151.00	8,158,747.00	4,028,392.18	8,158,747.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,070,113.00	2,107,227.00	1,222,427.48	2,107,227.00	0.00	0.0%
PERS		3201-3202	1,471,439.00	1,486,889.00	681,016.23	1,486,889.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	836,578.00	839,536.00	396,049.07	839,536.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	3,376,096.00	3,327,218.00	1,901,477.69	3,327,218.00	0.00	0.0%
Unemployment Insurance		3501-3502	10,327.00	10,439.00	5,546.31	10,439.00	0.00	0.0%
Workers' Compensation		3601-3602	246,357.00	249,119.00	136,919.53	249,119.00	0.00	0.0%
OPEB, Allocated		3701-3702	287,390.00	290,613.00	159,566.48	290,613.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			8,298,300.00	8,311,041.00	4,503,002.79	8,311,041.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	200,000.00	213,434.00	132,400.07	213,434.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,145,512.00	5,537,800.00	1,324,628.95	5,537,800.00	0.00	0.0%
Noncapitalized Equipment		4400	197,564.00	349,287.00	220,636.38	349,287.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,543,076.00	6,100,521.00	1,677,665.40	6,100,521.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	365,000.00	245,677.00	25,551.41	245,677.00	0.00	0.0%
Travel and Conferences		5200	127,319.00	202,994.00	69,342.70	202,994.00	0.00	0.0%
Dues and Memberships		5300	4,100.00	4,100.00	2,066.00	4,100.00	0.00	0.0%
Insurance		5400-5450	15,000.00	15,000.00	14,361.00	15,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	356,800.00	472,789.00	324,202.41	472,789.00	0.00	0.0%
Transfers of Direct Costs		5710	64,172.00	74,938.00	103,460.37	74,938.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(500.00)	(500.00)	0.00	(500.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,024,845.00	2,731,544.00	1,690,305.32	2,731,544.00	0.00	0.0%
Communications		5900	26,500.00	34,500.00	26,459.10	34,500.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,983,236.00	3,781,042.00	2,255,748.31	3,781,042.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	575,000.00	1,275,000.00	455,988.25	1,275,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	425,000.00	806,285.00	772,214.77	806,285.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,030,000.00	2,111,285.00	1,228,203.02	2,111,285.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	225,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Payments to County Offices		7142	791,915.00	858,946.00	95,778.52	858,946.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,016,915.00	958,946.00	95,778.52	958,946.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	453,600.00	493,966.00	129,214.31	493,966.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			453,600.00	493,966.00	129,214.31	493,966.00	0.00	0.0%
TOTAL, EXPENDITURES			35,800,724.00	42,338,061.00	21,315,114.67	42,338,061.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	18,075,567.00	17,353,264.00	0.00	17,353,264.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			18,075,567.00	17,353,264.00	0.00	17,353,264.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			18,075,567.00	17,353,264.00	0.00	17,353,264.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	116,642,739.00	116,655,602.00	63,869,385.83	116,655,602.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,421,685.00	7,413,223.00	3,044,728.20	7,413,223.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,617,558.00	7,655,038.00	2,028,246.98	7,655,038.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,887,146.00	10,397,506.00	6,369,860.41	10,397,506.00	0.00	0.0%
5) TOTAL, REVENUES			137,569,128.00	142,121,369.00	75,312,221.42	142,121,369.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	64,965,955.00	65,661,015.00	38,982,820.28	65,661,015.00	0.00	0.0%
2) Classified Salaries		2000-2999	23,280,685.00	23,773,949.00	12,019,825.99	23,773,949.00	0.00	0.0%
3) Employee Benefits		3000-3999	35,771,850.00	35,959,132.00	18,800,509.83	35,959,132.00	0.00	0.0%
4) Books and Supplies		4000-4999	4,924,137.00	11,196,682.00	4,495,216.66	11,196,682.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	8,986,313.00	10,615,079.00	6,001,000.63	10,615,079.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,197,511.00	2,278,796.00	1,302,177.03	2,278,796.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,795,190.00	1,759,936.00	685,619.28	1,759,936.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(411,596.00)	(408,229.00)	(67,669.05)	(408,229.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			140,510,045.00	150,836,360.00	82,219,500.65	150,836,360.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,940,917.00)	(8,714,991.00)	(6,907,279.23)	(8,714,991.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	760,143.00	758,467.07	760,143.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,940,917.00)	(7,954,848.00)	(6,148,812.16)	(7,954,848.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	31,296,006.00	37,995,051.00		37,995,051.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,296,006.00	37,995,051.00		37,995,051.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,296,006.00	37,995,051.00		37,995,051.00		
2) Ending Balance, June 30 (E + F1e)			28,355,089.00	30,040,203.00		30,040,203.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	70,000.00	70,000.00		70,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,000,000.00	4,000,000.00		4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	4,215,302.00	4,525,091.00		4,525,091.00		
Unassigned/Unappropriated Amount		9790	20,019,787.00	21,395,112.00		21,395,112.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	52,493,765.00	52,810,847.00	29,342,446.65	52,810,847.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	10,273,521.00	8,218,990.00	5,815,753.00	8,218,990.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	209,168.00	205,281.00	102,668.98	205,281.00	0.00	0.0%
Timber Yield Tax		8022	5.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	38,508,351.00	40,375,083.00	22,398,567.00	40,375,083.00	0.00	0.0%
Unsecured Roll Taxes		8042	1,158,569.00	1,169,573.00	1,047,454.50	1,169,573.00	0.00	0.0%
Prior Years' Taxes		8043	428,591.00	500,434.00	487,943.84	500,434.00	0.00	0.0%
Supplemental Taxes		8044	1,734,421.00	1,819,952.00	853,854.67	1,819,952.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	8,272,350.00	7,482,510.00	336,997.00	7,482,510.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	3,563,998.00	4,072,932.00	3,483,700.19	4,072,932.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			116,642,739.00	116,655,602.00	63,869,385.83	116,655,602.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			116,642,739.00	116,655,602.00	63,869,385.83	116,655,602.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,445,067.00	2,445,067.00	0.00	2,445,067.00	0.00	0.0%
Special Education Discretionary Grants		8182	68,032.00	68,032.00	0.00	68,032.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	2,630,839.00	2,921,711.00	1,702,102.53	2,921,711.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	363,593.00	443,147.00	292,425.18	443,147.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	26,700.00	30,092.00	15,046.00	30,092.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	353,800.00	556,752.00	319,174.54	556,752.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290	168,654.00	583,422.00	489,957.77	583,422.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	365,000.00	365,000.00	226,022.18	365,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			6,421,685.00	7,413,223.00	3,044,728.20	7,413,223.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	407,804.00	407,045.00	407,045.00	407,045.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,695,120.00	2,821,851.00	723,225.45	2,821,851.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	1,655,783.00	1,794,869.00	0.00	1,794,869.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	464.00	464.00	1,019.53	464.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	858,387.00	2,630,809.00	896,957.00	2,630,809.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			5,617,558.00	7,655,038.00	2,028,246.98	7,655,038.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	75,000.00	75,000.00	22,802.89	75,000.00	0.00	0.0%
Interest		8660	400,000.00	642,616.00	322,147.07	642,616.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,485,125.00	2,793,550.00	1,478,220.22	2,793,550.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,912,021.00	6,871,340.00	4,546,690.23	6,871,340.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,887,146.00	10,397,506.00	6,369,860.41	10,397,506.00	0.00	0.0%
TOTAL, REVENUES			137,569,128.00	142,121,369.00	75,312,221.42	142,121,369.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	54,370,133.00	54,948,630.00	32,683,575.20	54,948,630.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	2,735,630.00	2,591,981.00	1,493,135.90	2,591,981.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	7,122,797.00	7,359,657.00	4,351,250.59	7,359,657.00	0.00	0.0%
Other Certificated Salaries		1900	737,395.00	760,747.00	454,858.59	760,747.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			64,965,955.00	65,661,015.00	38,982,820.28	65,661,015.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	6,913,270.00	6,679,286.00	3,208,728.28	6,679,286.00	0.00	0.0%
Classified Support Salaries		2200	7,890,992.00	8,576,022.00	4,571,684.15	8,576,022.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	2,316,837.00	2,485,113.00	1,267,084.53	2,485,113.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	5,532,755.00	5,455,473.00	2,699,642.31	5,455,473.00	0.00	0.0%
Other Classified Salaries		2900	626,831.00	578,055.00	272,686.72	578,055.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			23,280,685.00	23,773,949.00	12,019,825.99	23,773,949.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	10,854,411.00	11,250,199.00	5,389,285.35	11,250,199.00	0.00	0.0%
PERS		3201-3202	4,075,368.00	4,209,087.00	2,018,340.36	4,209,087.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	2,803,763.00	2,907,692.00	1,439,278.14	2,907,692.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	15,550,617.00	15,391,085.00	8,653,325.27	15,391,085.00	0.00	0.0%
Unemployment Insurance		3501-3502	44,308.00	46,076.00	18,446.59	46,076.00	0.00	0.0%
Workers' Compensation		3601-3602	848,959.00	870,535.00	527,981.70	870,535.00	0.00	0.0%
OPEB, Allocated		3701-3702	1,222,540.00	924,574.00	539,313.27	924,574.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	371,884.00	359,884.00	214,539.15	359,884.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			35,771,850.00	35,959,132.00	18,800,509.83	35,959,132.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	200,000.00	213,434.00	132,400.07	213,434.00	0.00	0.0%
Books and Other Reference Materials		4200	200.00	125.00	0.00	125.00	0.00	0.0%
Materials and Supplies		4300	4,239,462.00	9,548,460.00	3,251,986.52	9,548,460.00	0.00	0.0%
Noncapitalized Equipment		4400	484,475.00	1,434,663.00	1,109,350.72	1,434,663.00	0.00	0.0%
Food		4700	0.00	0.00	1,479.35	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,924,137.00	11,196,682.00	4,495,216.66	11,196,682.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	365,000.00	245,677.00	25,551.41	245,677.00	0.00	0.0%
Travel and Conferences		5200	478,578.00	551,356.00	244,120.15	551,356.00	0.00	0.0%
Dues and Memberships		5300	52,700.00	54,055.00	52,034.15	54,055.00	0.00	0.0%
Insurance		5400-5450	781,100.00	781,100.00	777,997.00	781,100.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,970,000.00	1,870,000.00	1,034,284.48	1,870,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	680,917.00	813,968.00	515,525.17	813,968.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(12,100.00)	(12,100.00)	(2,778.97)	(12,100.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,195,755.00	5,449,705.00	3,098,769.98	5,449,705.00	0.00	0.0%
Communications		5900	474,363.00	861,318.00	255,497.26	861,318.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			8,986,313.00	10,615,079.00	6,001,000.63	10,615,079.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	575,000.00	1,275,000.00	455,988.25	1,275,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	425,000.00	806,285.00	772,214.77	806,285.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	147,511.00	107,511.00	0.00	107,511.00	0.00	0.0%
Equipment Replacement		6500	50,000.00	90,000.00	73,974.01	90,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,197,511.00	2,278,796.00	1,302,177.03	2,278,796.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	225,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Payments to County Offices		7142	1,041,915.00	1,108,946.00	231,228.79	1,108,946.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	134,175.00	134,203.00	68,282.87	134,203.00	0.00	0.0%
Other Debt Service - Principal		7439	394,100.00	416,787.00	386,107.62	416,787.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,795,190.00	1,759,936.00	685,619.28	1,759,936.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(411,596.00)	(408,229.00)	(67,669.05)	(408,229.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(411,596.00)	(408,229.00)	(67,669.05)	(408,229.00)	0.00	0.0%
TOTAL, EXPENDITURES			140,510,045.00	150,836,360.00	82,219,500.65	150,836,360.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2019-20</u> <u>Projected Year Totals</u>
Total, Restricted Balance		<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,264,850.00	2,304,744.00	1,294,520.80	2,304,744.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,519,304.00	2,531,304.00	1,313,070.91	2,531,304.00	0.00	0.0%
5) TOTAL, REVENUES			4,784,154.00	4,836,048.00	2,607,591.71	4,836,048.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	801,933.00	848,933.00	465,453.32	848,933.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,099,914.00	2,140,914.00	940,809.66	2,140,914.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,071,374.00	1,077,764.00	509,710.13	1,077,764.00	0.00	0.0%
4) Books and Supplies		4000-4999	712,350.00	589,350.00	98,592.54	589,350.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	87,556.00	154,563.00	44,347.28	154,563.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	186,127.00	187,624.00	67,669.05	187,624.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,959,254.00	4,999,148.00	2,126,581.98	4,999,148.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(175,100.00)	(163,100.00)	481,009.73	(163,100.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(175,100.00)	(163,100.00)	481,009.73	(163,100.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	541,555.00	994,044.00		994,044.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			541,555.00	994,044.00		994,044.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			541,555.00	994,044.00		994,044.00		
2) Ending Balance, June 30 (E + F1e)			366,455.00	830,944.00		830,944.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	366,455.00	830,944.00		830,944.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	2,145,950.00	2,145,950.00	1,141,977.00	2,145,950.00	0.00	0.0%
All Other State Revenue	All Other	8590	118,900.00	158,794.00	152,543.80	158,794.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,264,850.00	2,304,744.00	1,294,520.80	2,304,744.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	17,500.00	29,500.00	16,408.67	29,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	2,501,804.00	2,501,804.00	1,296,530.24	2,501,804.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	132.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,519,304.00	2,531,304.00	1,313,070.91	2,531,304.00	0.00	0.0%
TOTAL, REVENUES			4,784,154.00	4,836,048.00	2,607,591.71	4,836,048.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	622,492.00	669,492.00	370,849.80	669,492.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	111,538.00	111,538.00	60,652.28	111,538.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	67,903.00	67,903.00	33,951.24	67,903.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			801,933.00	848,933.00	465,453.32	848,933.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,755,981.00	1,785,981.00	773,078.02	1,785,981.00	0.00	0.0%
Classified Support Salaries		2200	6,000.00	6,000.00	0.00	6,000.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	126,646.00	126,646.00	81,779.09	126,646.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	211,287.00	222,287.00	85,952.55	222,287.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,099,914.00	2,140,914.00	940,809.66	2,140,914.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	106,973.00	111,415.00	50,773.07	111,415.00	0.00	0.0%
PERS		3201-3202	351,307.00	351,307.00	156,962.01	351,307.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	177,146.00	178,174.00	80,918.61	178,174.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	359,043.00	359,043.00	185,599.65	359,043.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,453.00	1,471.00	654.94	1,471.00	0.00	0.0%
Workers' Compensation		3601-3602	34,827.00	35,247.00	16,062.50	35,247.00	0.00	0.0%
OPEB, Allocated		3701-3702	40,625.00	41,107.00	18,739.35	41,107.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,071,374.00	1,077,764.00	509,710.13	1,077,764.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	702,850.00	571,330.00	94,156.12	571,330.00	0.00	0.0%
Noncapitalized Equipment		4400	9,500.00	18,020.00	4,436.42	18,020.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			712,350.00	589,350.00	98,592.54	589,350.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	30,256.00	44,756.00	19,185.24	44,756.00	0.00	0.0%
Dues and Memberships		5300	2,100.00	2,100.00	450.00	2,100.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,000.00	8,000.00	4,350.63	8,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,350.00	10,350.00	2,748.97	10,350.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	22,850.00	72,357.00	11,292.72	72,357.00	0.00	0.0%
Communications		5900	14,000.00	17,000.00	6,319.72	17,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			87,556.00	154,563.00	44,347.28	154,563.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	186,127.00	187,624.00	67,669.05	187,624.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			186,127.00	187,624.00	67,669.05	187,624.00	0.00	0.0%
TOTAL, EXPENDITURES			4,959,254.00	4,999,148.00	2,126,581.98	4,999,148.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,553,044.00	4,575,766.00	1,843,628.00	4,575,766.00	0.00	0.0%
3) Other State Revenue		8300-8599	257,508.00	257,508.00	114,520.00	257,508.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,356,197.00	1,345,212.00	678,710.00	1,345,212.00	0.00	0.0%
5) TOTAL, REVENUES			6,166,749.00	6,178,486.00	2,636,858.00	6,178,486.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,135,519.00	2,137,610.00	960,797.00	2,137,610.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,053,842.00	1,042,050.00	427,829.00	1,042,050.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,715,078.00	2,564,200.00	1,002,869.00	2,564,200.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	276,816.00	312,690.00	187,046.00	312,690.00	0.00	0.0%
6) Capital Outlay		6000-6999	255,000.00	225,000.00	60,266.00	225,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	225,469.00	220,605.00	0.00	220,605.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,661,724.00	6,502,155.00	2,638,807.00	6,502,155.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(494,975.00)	(323,669.00)	(1,949.00)	(323,669.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(494,975.00)	(323,669.00)	(1,949.00)	(323,669.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,791,956.00	1,936,722.00		1,936,722.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,791,956.00	1,936,722.00		1,936,722.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,791,956.00	1,936,722.00		1,936,722.00		
2) Ending Balance, June 30 (E + F1e)			1,296,981.00	1,613,053.00		1,613,053.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,296,981.00	1,613,053.00		1,613,053.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	4,553,044.00	4,575,766.00	1,843,628.00	4,575,766.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,553,044.00	4,575,766.00	1,843,628.00	4,575,766.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	257,508.00	257,508.00	114,520.00	257,508.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			257,508.00	257,508.00	114,520.00	257,508.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	1,314,781.00	1,306,562.00	659,880.00	1,306,562.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	6,266.00	3,500.00	1,721.00	3,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	35,150.00	35,150.00	17,109.00	35,150.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,356,197.00	1,345,212.00	678,710.00	1,345,212.00	0.00	0.0%
TOTAL, REVENUES			6,166,749.00	6,178,486.00	2,636,858.00	6,178,486.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	1,827,844.00	1,830,038.00	833,765.00	1,830,038.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	307,675.00	307,572.00	127,032.00	307,572.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,135,519.00	2,137,610.00	960,797.00	2,137,610.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	442,052.00	442,485.00	150,926.00	442,485.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	164,367.00	164,027.00	72,094.00	164,027.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	390,832.00	378,891.00	179,319.00	378,891.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,068.00	1,069.00	467.00	1,069.00	0.00	0.0%
Workers' Compensation		3601-3602	25,626.00	25,651.00	11,549.00	25,651.00	0.00	0.0%
OPEB, Allocated		3701-3702	29,897.00	29,927.00	13,474.00	29,927.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,053,842.00	1,042,050.00	427,829.00	1,042,050.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	328,683.00	247,200.00	115,155.00	247,200.00	0.00	0.0%
Noncapitalized Equipment		4400	35,000.00	40,000.00	10,819.00	40,000.00	0.00	0.0%
Food		4700	2,351,395.00	2,277,000.00	876,895.00	2,277,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,715,078.00	2,564,200.00	1,002,869.00	2,564,200.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	19,644.00	22,000.00	13,001.00	22,000.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	3,000.00	2,452.00	2,452.00	2,452.00	0.00	0.0%
Operations and Housekeeping Services		5500	56,000.00	61,500.00	31,106.00	61,500.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	96,772.00	108,500.00	64,654.00	108,500.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	52,900.00	61,238.00	47,307.00	61,238.00	0.00	0.0%
Communications		5900	48,500.00	57,000.00	28,526.00	57,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			276,816.00	312,690.00	187,046.00	312,690.00	0.00	0.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	255,000.00	225,000.00	60,266.00	225,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			255,000.00	225,000.00	60,266.00	225,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	225,469.00	220,605.00	0.00	220,605.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			225,469.00	220,605.00	0.00	220,605.00	0.00	0.0%
TOTAL, EXPENDITURES			6,661,724.00	6,502,155.00	2,638,807.00	6,502,155.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	1,613,053.00
Total, Restricted Balance		<u>1,613,053.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	900.00	900.00	311.99	900.00	0.00	0.0%
5) TOTAL, REVENUES			900.00	900.00	311.99	900.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	40.00	40.00	4,158.16	40.00	0.00	0.0%
6) Capital Outlay		6000-6999	36,105.00	36,105.00	44,654.47	36,105.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			36,145.00	36,145.00	48,812.63	36,145.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(35,245.00)	(35,245.00)	(48,500.64)	(35,245.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(35,245.00)	(35,245.00)	(48,500.64)	(35,245.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	56,118.00	56,721.00		56,721.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,118.00	56,721.00		56,721.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			56,118.00	56,721.00		56,721.00		
2) Ending Balance, June 30 (E + F1e)			20,873.00	21,476.00		21,476.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	20,873.00	21,476.00		21,476.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	900.00	900.00	311.99	900.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			900.00	900.00	311.99	900.00	0.00	0.0%
TOTAL, REVENUES			900.00	900.00	311.99	900.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	4,150.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	40.00	40.00	8.16	40.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			40.00	40.00	4,158.16	40.00	0.00	0.0%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	36,105.00	36,105.00	44,654.47	36,105.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			36,105.00	36,105.00	44,654.47	36,105.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			36,145.00	36,145.00	48,812.63	36,145.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	150.00	150.00	43.18	150.00	0.00	0.0%
5) TOTAL, REVENUES			150.00	150.00	43.18	150.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	7,999.99	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	7,999.99	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			150.00	150.00	(7,956.81)	150.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			150.00	150.00	(7,956.81)	150.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,675.00	8,731.00		8,731.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,675.00	8,731.00		8,731.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,675.00	8,731.00		8,731.00		
2) Ending Balance, June 30 (E + F1e)			8,825.00	8,881.00		8,881.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	8,825.00	8,881.00		8,881.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll								
Unsecured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8635	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	150.00	150.00	43.18	150.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			150.00	150.00	43.18	150.00	0.00	0.0%
TOTAL, REVENUES			150.00	150.00	43.18	150.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	7,999.99	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	7,999.99	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	7,999.99	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	124,000.00	126,500.00	76,727.49	126,500.00	0.00	0.0%
5) TOTAL, REVENUES			124,000.00	126,500.00	76,727.49	126,500.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	38,905.68	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	18,806.78	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	81,149.33	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	76,850.00	76,850.00	118,498.30	76,850.00	0.00	0.0%
6) Capital Outlay		6000-6999	304,000.00	304,000.00	957,409.44	304,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	31,461.00	31,461.00	0.00	31,461.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			412,311.00	412,311.00	1,214,769.53	412,311.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(288,311.00)	(285,811.00)	(1,138,042.04)	(285,811.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(288,311.00)	(285,811.00)	(1,138,042.04)	(285,811.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	686,218.00	1,299,605.00		1,299,605.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			686,218.00	1,299,605.00		1,299,605.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			686,218.00	1,299,605.00		1,299,605.00		
2) Ending Balance, June 30 (E + F1e)			397,907.00	1,013,794.00		1,013,794.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	100,000.00	100,000.00		100,000.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	297,907.00	913,794.00		913,794.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll								
		8615	0.00	0.00	0.00	0.00	0.00	0.0%
		8616	0.00	0.00	0.00	0.00	0.00	0.0%
		8617	0.00	0.00	0.00	0.00	0.00	0.0%
		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes								
		8621	0.00	0.00	0.00	0.00	0.00	0.0%
		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies								
		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	24,000.00	26,500.00	9,121.15	26,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees								
		8681	100,000.00	100,000.00	67,606.34	100,000.00	0.00	0.0%
Other Local Revenue All Other Local Revenue								
		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others								
		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			124,000.00	126,500.00	76,727.49	126,500.00	0.00	0.0%
TOTAL, REVENUES			124,000.00	126,500.00	76,727.49	126,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	38,905.68	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	38,905.68	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	7,672.56	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	2,976.06	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	7,115.46	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	19.46	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	472.26	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	550.98	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	18,806.78	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	23,207.90	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	57,941.43	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	81,149.33	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	450.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,802.00	8,802.00	6,343.84	8,802.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	68,048.00	68,048.00	111,704.46	68,048.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			76,850.00	76,850.00	118,498.30	76,850.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	204,000.00	204,000.00	190,432.79	204,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	100,000.00	100,000.00	766,976.65	100,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			304,000.00	304,000.00	957,409.44	304,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	31,461.00	31,461.00	0.00	31,461.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			31,461.00	31,461.00	0.00	31,461.00	0.00	0.0%
TOTAL EXPENDITURES			412,311.00	412,311.00	1,214,769.53	412,311.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	100,000.00
Total, Restricted Balance		<u>100,000.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	640,000.00	660,000.00	528,913.49	660,000.00	0.00	0.0%
5) TOTAL, REVENUES			640,000.00	660,000.00	528,913.49	660,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	14,000.00	14,000.00	3,385.28	14,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	240,000.00	240,000.00	277,983.01	240,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			254,000.00	254,000.00	281,368.29	254,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			386,000.00	406,000.00	247,545.20	406,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			386,000.00	406,000.00	247,545.20	406,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,174,238.00	2,532,241.00		2,532,241.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,174,238.00	2,532,241.00		2,532,241.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,174,238.00	2,532,241.00		2,532,241.00		
2) Ending Balance, June 30 (E + F1e)			2,560,238.00	2,938,241.00		2,938,241.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	622,948.00	1,785,708.00		1,785,708.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,937,290.00	1,152,533.00		1,152,533.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	600,000.00	600,000.00	500,093.96	600,000.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	40,000.00	60,000.00	28,819.53	60,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			640,000.00	660,000.00	528,913.49	660,000.00	0.00	0.0%
TOTAL, REVENUES			640,000.00	660,000.00	528,913.49	660,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	14,000.00	14,000.00	3,385.28	14,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,000.00	14,000.00	3,385.28	14,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	240,000.00	240,000.00	277,983.01	240,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			240,000.00	240,000.00	277,983.01	240,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			254,000.00	254,000.00	281,368.29	254,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	1,785,708.00
Total, Restricted Balance		<u>1,785,708.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,998,487.00	1,998,487.00	223.75	1,998,487.00	0.00	0.0%
5) TOTAL, REVENUES			1,998,487.00	1,998,487.00	223.75	1,998,487.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	146,120.00	146,120.00	77,686.06	146,120.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	632,933.00	632,933.00	0.00	632,933.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			779,053.00	779,053.00	77,686.06	779,053.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,219,434.00	1,219,434.00	(77,462.31)	1,219,434.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	1,122,395.00	1,122,395.00	0.00	1,122,395.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,122,395.00)	(1,122,395.00)	0.00	(1,122,395.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			97,039.00	97,039.00	(77,462.31)	97,039.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	547,669.00	476,715.00		476,715.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			547,669.00	476,715.00		476,715.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			547,669.00	476,715.00		476,715.00		
2) Ending Balance, June 30 (E + F1e)			644,708.00	573,754.00		573,754.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	644,708.00	573,754.00		573,754.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	830,000.00	830,000.00	0.00	830,000.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,100.00	20,100.00	223.75	20,100.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	1,148,387.00	1,148,387.00	0.00	1,148,387.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,998,487.00	1,998,487.00	223.75	1,998,487.00	0.00	0.0%
TOTAL, REVENUES			1,998,487.00	1,998,487.00	223.75	1,998,487.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	146,120.00	146,120.00	77,686.06	146,120.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			146,120.00	146,120.00	77,686.06	146,120.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds								
		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	265,936.00	265,936.00	0.00	265,936.00	0.00	0.0%
Other Debt Service - Principal		7439	366,997.00	366,997.00	0.00	366,997.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			632,933.00	632,933.00	0.00	632,933.00	0.00	0.0%
TOTAL EXPENDITURES			779,053.00	779,053.00	77,686.06	779,053.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	1,122,395.00	1,122,395.00	0.00	1,122,395.00	0.00	0.0%
(d) TOTAL, USES			1,122,395.00	1,122,395.00	0.00	1,122,395.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,122,395.00)	(1,122,395.00)	0.00	(1,122,395.00)		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	573,754.00
Total, Restricted Balance		<u>573,754.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,177,699.00	4,177,699.00	0.00	4,177,699.00	0.00	0.0%
5) TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.00	4,177,699.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,929,698.00	3,929,698.00	0.00	3,929,698.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,929,698.00	3,929,698.00	0.00	3,929,698.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			248,001.00	248,001.00	0.00	248,001.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			248,001.00	248,001.00	0.00	248,001.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,803,223.00	3,803,223.00		3,803,223.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,803,223.00	3,803,223.00		3,803,223.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,803,223.00	3,803,223.00		3,803,223.00		
2) Ending Balance, June 30 (E + F1e)			4,051,224.00	4,051,224.00		4,051,224.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			4,051,224.00	4,051,224.00		4,051,224.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	4,033,668.00	4,033,668.00	0.00	4,033,668.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8613	51,889.00	51,889.00	0.00	51,889.00	0.00	0.0%
Supplemental Taxes		8614	56,399.00	56,399.00	0.00	56,399.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	35,743.00	35,743.00	0.00	35,743.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,177,699.00	4,177,699.00	0.00	4,177,699.00	0.00	0.0%
TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.00	4,177,699.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	3,330,000.00	3,330,000.00	0.00	3,330,000.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	599,698.00	599,698.00	0.00	599,698.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,929,698.00	3,929,698.00	0.00	3,929,698.00	0.00	0.0%
TOTAL, EXPENDITURES			3,929,698.00	3,929,698.00	0.00	3,929,698.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	4,051,224.00
Total, Restricted Balance		<u>4,051,224.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,746,500.00	1,774,500.00	1,327,641.04	1,774,500.00	0.00	0.0%
5) TOTAL, REVENUES			1,746,500.00	1,774,500.00	1,327,641.04	1,774,500.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	173,743.00	173,743.00	84,793.27	173,743.00	0.00	0.0%
3) Employee Benefits		3000-3999	92,238.00	92,238.00	43,891.57	92,238.00	0.00	0.0%
4) Books and Supplies		4000-4999	66,971.00	66,971.00	30,356.69	66,971.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	1,508,070.00	1,508,070.00	1,179,126.99	1,508,070.00	0.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			1,841,022.00	1,841,022.00	1,338,168.52	1,841,022.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(94,522.00)	(66,522.00)	(10,527.48)	(66,522.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(94,522.00)	(66,522.00)	(10,527.48)	(66,522.00)		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	1,785,903.00	1,829,031.00		1,829,031.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,785,903.00	1,829,031.00		1,829,031.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,785,903.00	1,829,031.00		1,829,031.00		
2) Ending Net Position, June 30 (E + F1e)			1,691,381.00	1,762,509.00		1,762,509.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position			1,691,381.00	1,762,509.00		1,762,509.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	71,500.00	99,500.00	50,096.72	99,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	1,675,000.00	1,675,000.00	1,277,544.32	1,675,000.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,746,500.00	1,774,500.00	1,327,641.04	1,774,500.00	0.00	0.0%
TOTAL, REVENUES			1,746,500.00	1,774,500.00	1,327,641.04	1,774,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	114,185.00	114,185.00	56,033.73	114,185.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	59,558.00	59,558.00	28,759.54	59,558.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			173,743.00	173,743.00	84,793.27	173,743.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	35,965.00	35,965.00	16,719.82	35,965.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	13,444.00	13,444.00	6,418.16	13,444.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	38,209.00	38,209.00	18,483.59	38,209.00	0.00	0.0%
Unemployment Insurance		3501-3502	88.00	88.00	41.94	88.00	0.00	0.0%
Workers' Compensation		3601-3602	2,099.00	2,099.00	1,028.30	2,099.00	0.00	0.0%
OPEB, Allocated		3701-3702	2,433.00	2,433.00	1,199.76	2,433.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			92,238.00	92,238.00	43,891.57	92,238.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	41,019.00	41,019.00	29,764.12	41,019.00	0.00	0.0%
Noncapitalized Equipment		4400	25,952.00	25,952.00	592.57	25,952.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			66,971.00	66,971.00	30,356.69	66,971.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	4,800.00	4,800.00	1,308.95	4,800.00	0.00	0.0%
Dues and Memberships		5300	5,500.00	5,500.00	459.00	5,500.00	0.00	0.0%
Insurance		5400-5450	717,000.00	717,000.00	744,266.50	717,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,200.00	1,200.00	580.52	1,200.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,750.00	1,750.00	30.00	1,750.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	772,300.00	772,300.00	418,421.01	772,300.00	0.00	0.0%
Communications		5900	5,520.00	5,520.00	14,061.01	5,520.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			1,508,070.00	1,508,070.00	1,179,126.99	1,508,070.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			1,841,022.00	1,841,022.00	1,338,168.52	1,841,022.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Net Position	<u>0.00</u>

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,657.91	12,657.91	12,429.33	12,664.98	7.07	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	12,657.91	12,657.91	12,429.33	12,664.98	7.07	0%
5. District Funded County Program ADA						
a. County Community Schools	26.23	26.23	24.36	25.50	(0.73)	-3%
b. Special Education-Special Day Class	2.53	2.53	2.50	2.50	(0.03)	-1%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.27	0.27	0.57	0.57	0.30	111%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	29.03	29.03	27.43	28.57	(0.46)	-2%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	12,686.94	12,686.94	12,456.76	12,693.55	6.61	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February	
			ACTUALS THROUGH THE MONTH OF (Enter Month Name):								
A. BEGINNING CASH			34,685,563.00	31,787,891.00	22,994,612.00	22,354,272.00	15,973,533.00	15,242,772.00	37,352,823.00	29,317,630.00	
B. RECEIPTS											
LCFF/Revenue Limit Sources											
	8010-8019		2,667,495.00	2,667,495.00	7,709,368.00	4,801,491.00	4,801,491.00	7,709,367.00	4,801,491.00	4,752,976.00	
	8020-8079		1,045,134.00	32,070.00	738,073.00	114,810.00	6,806,146.00	17,936,530.00	2,038,423.00	72,313.00	
	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	8100-8299		93,694.00	12,794.00	92,039.00	1,146,941.00	21,604.00	128,732.00	1,548,925.00	155,678.00	
	8300-8599		1,020.00	0.00	86,242.00	0.00	407,045.00	1,501,941.00	32,000.00	137,791.00	
	8600-8799		74,500.00	173,202.00	187,362.00	299,317.00	646,273.00	1,444,172.00	3,545,034.00	447,093.00	
	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	8930-8979		760,143.00	0.00	(1,676.00)	0.00	0.00	0.00	0.00	0.00	
TOTAL RECEIPTS			4,641,986.00	2,885,561.00	8,811,408.00	6,362,559.00	12,682,559.00	28,720,742.00	11,965,873.00	5,565,851.00	
C. DISBURSEMENTS											
	1000-1999		768,580.00	6,063,392.00	6,223,402.00	6,209,705.00	6,273,788.00	76,159.00	13,367,794.00	6,369,118.00	
	2000-2999		(12,812.00)	1,122,648.00	1,977,006.00	2,375,320.00	2,411,444.00	2,192,656.00	1,953,563.00	2,234,751.00	
	3000-3999		1,729,485.00	1,963,363.00	2,985,704.00	3,085,126.00	3,101,573.00	2,855,923.00	3,079,337.00	3,398,138.00	
	4000-4999		1,205,540.00	842,960.00	643,915.00	638,770.00	507,535.00	378,436.00	278,061.00	895,735.00	
	5000-5999		1,230,843.00	977,102.00	667,809.00	984,511.00	548,597.00	970,078.00	622,059.00	732,440.00	
	6000-6599		(72,136.00)	247,787.00	277,798.00	116,887.00	11,274.00	581,165.00	139,402.00	155,000.00	
	7000-7499		206,586.00	17,284.00	49,527.00	270,251.00	46,136.00	36,460.00	(8,294.00)	50,000.00	
	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL DISBURSEMENTS			5,056,086.00	11,234,536.00	12,825,161.00	13,680,570.00	12,900,347.00	7,090,877.00	19,431,922.00	13,835,182.00	
D. BALANCE SHEET ITEMS											
<u>Assets and Deferred Outflows</u>											
	9111-9199	193,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9200-9299	7,157,821.11	225,822.00	649,052.00	3,684,887.00	718,612.00	(298,340.00)	(10,787.00)	(284,373.00)	0.00	
	9310	382,507.45	(29.00)	0.00	0.00	382,537.00	(103.00)	0.00	103.00	0.00	
	9320	27,555.90	2,158.00	(13,686.00)	15,061.00	(17,486.00)	7,954.00	(18,471.00)	10,926.00	0.00	
	9330	139,836.05	78,656.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9340	0.00	(169,805.00)	(194,792.00)	(90,818.00)	1,462.00	2,841.00	(3,081.00)	2,834.00	0.00	
	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL			7,901,320.51	136,802.00	440,574.00	3,609,130.00	1,085,125.00	(287,648.00)	(32,339.00)	(270,510.00)	0.00
<u>Liabilities and Deferred Inflows</u>											
	9500-9599	4,176,385.13	2,570,125.00	884,878.00	235,717.00	(217,345.00)	225,325.00	(13,607.00)	(140,284.00)	0.00	
	9610	365,431.33	0.00	0.00	0.00	365,431.00	0.00	(500,094.00)	440,094.00	0.00	
	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9650	50,016.06	50,016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL			4,591,832.52	2,620,141.00	884,878.00	235,717.00	148,086.00	225,325.00	(513,701.00)	299,810.00	0.00
<u>Nonoperating</u>											
	9910		(233.00)	0.00	0.00	233.00	0.00	(1,176.00)	1,176.00	0.00	
TOTAL BALANCE SHEET ITEMS			3,309,487.99	(2,483,572.00)	(444,304.00)	3,373,413.00	937,272.00	(512,973.00)	480,186.00	(569,144.00)	0.00
E. NET INCREASE/DECREASE (B - C + D)			(2,897,672.00)	(8,793,279.00)	(640,340.00)	(6,380,739.00)	(730,761.00)	22,110,051.00	(8,035,193.00)	(8,269,331.00)	
F. ENDING CASH (A + E)			31,787,891.00	22,994,612.00	22,354,272.00	15,973,533.00	15,242,772.00	37,352,823.00	29,317,630.00	21,048,299.00	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS											

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		21,048,299.00	16,704,861.00	23,570,700.00	18,543,838.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
	Principal Apportionment	8010-8019 4,804,985.00	4,752,976.00	4,752,976.00	6,807,726.00	0.00		61,029,837.00	61,029,837.00
	Property Taxes	8020-8079 2,809,101.00	14,332,031.00	2,514,285.00	7,186,849.00	0.00		55,625,765.00	55,625,765.00
	Miscellaneous Funds	8080-8099 0.00	0.00	0.00	0.00	0.00		0.00	0.00
	Federal Revenue	8100-8299 963,719.00	74,132.00	29,653.00	555,992.00	2,589,320.00		7,413,223.00	7,413,223.00
	Other State Revenue	8300-8599 658,333.00	1,224,806.00	114,826.00	1,684,108.00	1,806,926.00		7,655,038.00	7,655,038.00
	Other Local Revenue	8600-8799 389,906.00	499,080.00	1,871,551.00	384,708.00	435,308.00		10,397,506.00	10,397,506.00
	Interfund Transfers In	8910-8929 0.00	0.00	0.00	0.00	0.00		0.00	0.00
	All Other Financing Sources	8930-8979 0.00	0.00	0.00	1,676.00	0.00		760,143.00	760,143.00
TOTAL RECEIPTS		9,626,044.00	20,883,025.00	9,283,291.00	16,621,059.00	4,831,554.00	0.00	142,881,512.00	142,881,512.00
C. DISBURSEMENTS									
	Certificated Salaries	1000-1999 6,303,457.00	6,401,949.00	6,610,094.00	919,254.00	74,323.00		65,661,015.00	65,661,015.00
	Classified Salaries	2000-2999 2,253,770.00	2,246,638.00	2,282,299.00	2,282,299.00	454,367.00		23,773,949.00	23,773,949.00
	Employee Benefits	3000-3999 3,416,118.00	3,416,118.00	3,380,158.00	3,153,616.00	394,473.00		35,959,132.00	35,959,132.00
	Books and Supplies	4000-4999 906,931.00	895,735.00	1,007,701.00	1,791,469.00	1,203,894.00		11,196,682.00	11,196,682.00
	Services	5000-5999 849,206.00	806,746.00	774,901.00	785,516.00	665,271.00		10,615,079.00	10,615,079.00
	Capital Outlay	6000-6599 150,000.00	150,000.00	180,000.00	225,000.00	116,619.00		2,278,796.00	2,278,796.00
	Other Outgo	7000-7499 90,000.00	100,000.00	75,000.00	100,000.00	318,757.00		1,351,707.00	1,351,707.00
	Interfund Transfers Out	7600-7629 0.00	0.00	0.00	0.00	0.00		0.00	0.00
	All Other Financing Uses	7630-7699 0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS		13,969,482.00	14,017,186.00	14,310,153.00	9,257,154.00	3,227,704.00	0.00	150,836,360.00	150,836,360.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
	Cash Not In Treasury	9111-9199 0.00	0.00	0.00	0.00			0.00	
	Accounts Receivable	9200-9299 0.00	0.00	0.00	0.00			4,684,873.00	
	Due From Other Funds	9310 0.00	0.00	0.00	0.00			382,508.00	
	Stores	9320 0.00	0.00	0.00	0.00			(13,544.00)	
	Prepaid Expenditures	9330 0.00	0.00	0.00	0.00			78,656.00	
	Other Current Assets	9340 0.00	0.00	0.00	0.00			(451,359.00)	
	Deferred Outflows of Resources	9490 0.00	0.00	0.00	0.00			0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	4,681,134.00	
<u>Liabilities and Deferred Inflows</u>									
	Accounts Payable	9500-9599 0.00	0.00	0.00	0.00			3,544,809.00	
	Due To Other Funds	9610 0.00	0.00	0.00	0.00			305,431.00	
	Current Loans	9640 0.00	0.00	0.00	0.00			0.00	
	Unearned Revenues	9650 0.00	0.00	0.00	0.00			50,016.00	
	Deferred Inflows of Resources	9690 0.00	0.00	0.00	0.00			0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	3,900,256.00	
<u>Nonoperating</u>									
	Suspense Clearing	9910 0.00	0.00	0.00	0.00			0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	780,878.00	
E. NET INCREASE/DECREASE (B - C + D)		(4,343,438.00)	6,865,839.00	(5,026,862.00)	7,363,905.00	1,603,850.00	0.00	(7,173,970.00)	(7,954,848.00)
F. ENDING CASH (A + E)		16,704,861.00	23,570,700.00	18,543,838.00	25,907,743.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								27,511,593.00	

	Object	Beginning Balances (Ref. Only)	Month							
			July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			25,907,743.00	23,780,450.00	16,165,120.00	13,113,879.00	5,897,477.00	7,375,359.00	24,647,155.00	18,706,435.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	8010-8019		2,671,619.00	2,671,619.00	6,863,662.00	4,808,914.00	4,808,914.00	6,863,662.00	4,808,914.00	4,808,914.00
	8020-8079		1,168,141.00	38,938.00	940,075.00	183,565.00	6,903,157.00	14,868,767.00	5,506,951.00	72,313.00
	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8100-8299		22,240.00	163,091.00	311,355.00	29,653.00	148,264.00	978,545.00	51,893.00	22,240.00
	8300-8599		24,015.00	12,007.00	1,386,863.00	114,071.00	222,138.00	0.00	942,586.00	0.00
	8600-8799		530,273.00	519,875.00	41,590.00	374,310.00	135,168.00	1,580,421.00	2,162,681.00	395,105.00
	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS			4,416,288.00	3,405,530.00	9,543,545.00	5,510,513.00	12,217,641.00	24,291,395.00	13,473,025.00	5,298,572.00
C. DISBURSEMENTS										
	1000-1999		650,604.00	5,985,552.00	6,115,673.00	6,180,733.00	6,375,914.00	65,060.00	13,012,070.00	6,375,914.00
	2000-2999		0.00	1,208,757.00	1,896,090.00	2,251,607.00	1,967,193.00	2,441,216.00	2,133,101.00	2,370,113.00
	3000-3999		5,044,067.00	2,047,967.00	3,337,428.00	3,034,025.00	1,782,490.00	3,602,905.00	2,996,100.00	3,527,054.00
	4000-4999		253,038.00	1,232,541.00	440,776.00	424,451.00	318,339.00	212,226.00	530,564.00	759,115.00
	5000-5999		522,683.00	898,647.00	596,042.00	990,346.00	632,721.00	715,250.00	696,910.00	513,513.00
	6000-6599		20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
	7000-7499		1,020.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			6,491,412.00	11,423,464.00	12,431,009.00	12,926,162.00	11,121,657.00	7,081,657.00	19,413,745.00	13,590,709.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9200-9299	4,773,721.00	3,102,919.00	954,744.00	33,416.00	238,686.00	381,898.00	62,058.00	0.00	0.00
	9310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			4,773,721.00	3,102,919.00	954,744.00	33,416.00	238,686.00	381,898.00	62,058.00	0.00
<u>Liabilities and Deferred Inflows</u>										
	9500-9599	3,943,860.00	3,155,088.00	552,140.00	197,193.00	39,439.00	0.00	0.00	0.00	0.00
	9610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			3,943,860.00	3,155,088.00	552,140.00	197,193.00	39,439.00	0.00	0.00	0.00
<u>Nonoperating</u>										
	9910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS			829,861.00	(52,169.00)	402,604.00	(163,777.00)	199,247.00	381,898.00	62,058.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			(2,127,293.00)	(7,615,330.00)	(3,051,241.00)	(7,216,402.00)	1,477,882.00	17,271,796.00	(5,940,720.00)	(8,292,137.00)
F. ENDING CASH (A + E)			23,780,450.00	16,165,120.00	13,113,879.00	5,897,477.00	7,375,359.00	24,647,155.00	18,706,435.00	10,414,298.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET	
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH		10,414,298.00	9,088,904.00	15,587,869.00	12,045,498.00					
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	Principal Apportionment	8010-8019	6,863,662.00	4,808,914.00	4,808,914.00	6,863,655.00		61,651,363.00	61,651,363.00	
	Property Taxes	8020-8079	2,809,101.00	13,433,622.00	2,514,285.00	7,186,850.00		55,625,765.00	55,625,765.00	
	Miscellaneous Funds	8080-8099	0.00	0.00	0.00	0.00		0.00	0.00	
	Federal Revenue	8100-8299	882,174.00	37,066.00	14,826.00	341,008.00	4,410,868.00	7,413,223.00	7,413,223.00	
	Other State Revenue	8300-8599	192,120.00	600,374.00	102,063.00	300,187.00	2,107,311.00	6,003,735.00	6,003,735.00	
	Other Local Revenue	8600-8799	384,708.00	447,093.00	2,287,451.00	332,720.00	1,206,111.00	10,397,506.00	10,397,506.00	
	Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00		0.00	0.00	
	All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL RECEIPTS			11,131,765.00	19,327,069.00	9,727,539.00	15,024,420.00	7,724,290.00	0.00	141,091,592.00	141,091,592.00
C. DISBURSEMENTS										
	Certificated Salaries	1000-1999	6,375,914.00	6,310,854.00	6,310,854.00	1,236,147.00	65,062.00	65,060,351.00	65,060,351.00	
	Classified Salaries	2000-2999	1,919,791.00	2,204,205.00	2,204,205.00	2,204,205.00	900,642.00	23,701,125.00	23,701,125.00	
	Employee Benefits	3000-3999	2,996,100.00	3,147,801.00	2,958,174.00	2,958,174.00	493,028.00	37,925,313.00	37,925,313.00	
	Books and Supplies	4000-4999	432,614.00	555,052.00	1,085,616.00	318,339.00	1,599,855.00	8,162,526.00	8,162,526.00	
	Services	5000-5999	687,740.00	550,192.00	651,061.00	751,929.00	962,836.00	9,169,870.00	9,169,870.00	
	Capital Outlay	6000-6599	20,000.00	20,000.00	20,000.00	11,820.00	0.00	231,820.00	231,820.00	
	Other Outgo	7000-7499	25,000.00	40,000.00	40,000.00	50,691.00	254,853.00	591,564.00	591,564.00	
	Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL DISBURSEMENTS			12,457,159.00	12,828,104.00	13,269,910.00	7,531,305.00	4,276,276.00	0.00	144,842,569.00	144,842,569.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
	Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00		
	Accounts Receivable	9200-9299	0.00	0.00	0.00	0.00	7,724,290.00	12,498,011.00		
	Due From Other Funds	9310	0.00	0.00	0.00	0.00	0.00	0.00		
	Stores	9320	0.00	0.00	0.00	0.00	0.00	0.00		
	Prepaid Expenditures	9330	0.00	0.00	0.00	0.00	0.00	0.00		
	Other Current Assets	9340	0.00	0.00	0.00	0.00	0.00	0.00		
	Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00	0.00		
SUBTOTAL			0.00	0.00	0.00	0.00	7,724,290.00	0.00	12,498,011.00	
<u>Liabilities and Deferred Inflows</u>										
	Accounts Payable	9500-9599	0.00	0.00	0.00	0.00	4,276,276.00	8,220,136.00		
	Due To Other Funds	9610	0.00	0.00	0.00	0.00	0.00	0.00		
	Current Loans	9640	0.00	0.00	0.00	0.00	0.00	0.00		
	Unearned Revenues	9650	0.00	0.00	0.00	0.00	0.00	0.00		
	Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00	0.00		
SUBTOTAL			0.00	0.00	0.00	0.00	4,276,276.00	0.00	8,220,136.00	
<u>Nonoperating</u>										
	Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00	0.00		
TOTAL BALANCE SHEET ITEMS			0.00	0.00	0.00	0.00	3,448,014.00	0.00	4,277,875.00	
E. NET INCREASE/DECREASE (B - C + D)			(1,325,394.00)	6,498,965.00	(3,542,371.00)	7,493,115.00	6,896,028.00	0.00	526,898.00	(3,750,977.00)
F. ENDING CASH (A + E)			9,088,904.00	15,587,869.00	12,045,498.00	19,538,613.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								26,434,641.00		

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	116,655,602.00	0.53%	117,277,128.00	1.04%	118,494,183.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	4,222,294.00	-40.97%	2,492,381.00	0.00%	2,492,381.00
4. Other Local Revenues	8600-8799	1,385,987.00	0.00%	1,385,987.00	0.00%	1,385,987.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	760,143.00	-100.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(17,353,264.00)	-0.97%	(17,184,933.00)	5.00%	(18,044,180.00)
6. Total (Sum lines A1 thru A5c)		105,670,762.00	-1.61%	103,970,563.00	0.34%	104,328,371.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				53,238,502.00		52,616,136.00
b. Step & Column Adjustment				839,624.00		841,858.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,461,990.00)		(450,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	53,238,502.00	-1.17%	52,616,136.00	0.74%	53,007,994.00
2. Classified Salaries						
a. Base Salaries				15,615,202.00		15,569,112.00
b. Step & Column Adjustment				154,150.00		155,691.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(200,240.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,615,202.00	-0.30%	15,569,112.00	1.00%	15,724,803.00
3. Employee Benefits	3000-3999	27,648,091.00	5.79%	29,249,042.00	2.99%	30,124,463.00
4. Books and Supplies	4000-4999	5,096,161.00	-5.72%	4,804,506.00	-13.76%	4,143,356.00
5. Services and Other Operating Expenditures	5000-5999	6,834,037.00	-9.62%	6,176,581.00	1.22%	6,252,194.00
6. Capital Outlay	6000-6999	167,511.00	0.00%	167,511.00	0.00%	167,511.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	800,990.00	-94.90%	40,847.00	0.00%	40,847.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(902,195.00)	0.00%	(902,195.00)	0.00%	(902,195.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		108,498,299.00	-0.72%	107,721,540.00	0.78%	108,558,973.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(2,827,537.00)		(3,750,977.00)		(4,230,602.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		32,867,740.00		30,040,203.00		26,289,226.00
2. Ending Fund Balance (Sum lines C and D1)		30,040,203.00		26,289,226.00		22,058,624.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,000,000.00		2,500,000.00		2,500,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,525,091.00		4,345,278.00		4,399,033.00
2. Unassigned/Unappropriated	9790	21,395,112.00		19,323,948.00		15,039,591.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		30,040,203.00		26,289,226.00		22,058,624.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,525,091.00		4,345,278.00		4,399,033.00
c. Unassigned/Unappropriated	9790	21,395,112.00		19,323,948.00		15,039,591.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)						
		25,920,203.00		23,669,226.00		19,438,624.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. 2020-21: Includes \$700,000 of attrition and the one-time 1.5% bonus paid in 2019-20. 2021-22: Includes \$450,000 of attrition.						
B2d. 2020-21: Includes the one-time 1.5% bonus paid in 2019-20.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	7,413,223.00	0.00%	7,413,223.00	0.00%	7,413,223.00
3. Other State Revenues	8300-8599	3,432,744.00	2.29%	3,511,354.00	2.71%	3,606,512.00
4. Other Local Revenues	8600-8799	9,011,519.00	0.00%	9,011,519.00	0.00%	9,011,519.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	17,353,264.00	-0.97%	17,184,933.00	5.00%	18,044,180.00
6. Total (Sum lines A1 thru A5c)		37,210,750.00	-0.24%	37,121,029.00	2.57%	38,075,434.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				12,422,513.00		12,444,215.00
b. Step & Column Adjustment				195,972.00		199,107.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(174,270.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	12,422,513.00	0.17%	12,444,215.00	1.60%	12,643,322.00
2. Classified Salaries						
a. Base Salaries				8,158,747.00		8,132,013.00
b. Step & Column Adjustment				80,515.00		81,320.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(107,249.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,158,747.00	-0.33%	8,132,013.00	1.00%	8,213,333.00
3. Employee Benefits	3000-3999	8,311,041.00	4.39%	8,676,271.00	2.06%	8,855,366.00
4. Books and Supplies	4000-4999	6,100,521.00	-44.96%	3,358,020.00	12.16%	3,766,395.00
5. Services and Other Operating Expenditures	5000-5999	3,781,042.00	-20.83%	2,993,289.00	2.89%	3,079,797.00
6. Capital Outlay	6000-6999	2,111,285.00	-96.95%	64,309.00	0.00%	64,309.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	958,946.00	0.00%	958,946.00	0.00%	958,946.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	493,966.00	0.00%	493,966.00	0.00%	493,966.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		42,338,061.00	-12.32%	37,121,029.00	2.57%	38,075,434.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(5,127,311.00)		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		5,127,311.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		0.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. 2020-21: Includes \$500,000 of attrition and the one-time 1.5% bonus paid in 2019-20.						
B2d. 2020-21: Includes the one-time 1.5% bonus paid in 2019-20.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	116,655,602.00	0.53%	117,277,128.00	1.04%	118,494,183.00
2. Federal Revenues	8100-8299	7,413,223.00	0.00%	7,413,223.00	0.00%	7,413,223.00
3. Other State Revenues	8300-8599	7,655,038.00	-21.57%	6,003,735.00	1.58%	6,098,893.00
4. Other Local Revenues	8600-8799	10,397,506.00	0.00%	10,397,506.00	0.00%	10,397,506.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	760,143.00	-100.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		142,881,512.00	-1.25%	141,091,592.00	0.93%	142,403,805.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				65,661,015.00		65,060,351.00
b. Step & Column Adjustment				1,035,596.00		1,040,965.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,636,260.00)		(450,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	65,661,015.00	-0.91%	65,060,351.00	0.91%	65,651,316.00
2. Classified Salaries						
a. Base Salaries				23,773,949.00		23,701,125.00
b. Step & Column Adjustment				234,665.00		237,011.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(307,489.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,773,949.00	-0.31%	23,701,125.00	1.00%	23,938,136.00
3. Employee Benefits	3000-3999	35,959,132.00	5.47%	37,925,313.00	2.78%	38,979,829.00
4. Books and Supplies	4000-4999	11,196,682.00	-27.10%	8,162,526.00	-3.10%	7,909,751.00
5. Services and Other Operating Expenditures	5000-5999	10,615,079.00	-13.61%	9,169,870.00	1.77%	9,331,991.00
6. Capital Outlay	6000-6999	2,278,796.00	-89.83%	231,820.00	0.00%	231,820.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,759,936.00	-43.19%	999,793.00	0.00%	999,793.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(408,229.00)	0.00%	(408,229.00)	0.00%	(408,229.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		150,836,360.00	-3.97%	144,842,569.00	1.24%	146,634,407.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(7,954,848.00)		(3,750,977.00)		(4,230,602.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		37,995,051.00		30,040,203.00		26,289,226.00
2. Ending Fund Balance (Sum lines C and D1)		30,040,203.00		26,289,226.00		22,058,624.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,000,000.00		2,500,000.00		2,500,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,525,091.00		4,345,278.00		4,399,033.00
2. Unassigned/Unappropriated	9790	21,395,112.00		19,323,948.00		15,039,591.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		30,040,203.00		26,289,226.00		22,058,624.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,525,091.00		4,345,278.00		4,399,033.00
c. Unassigned/Unappropriated	9790	21,395,112.00		19,323,948.00		15,039,591.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		25,920,203.00		23,669,226.00		19,438,624.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		17.18%		16.34%		13.26%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		12,429.33		12,224.33		12,099.33
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		150,836,360.00		144,842,569.00		146,634,407.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		150,836,360.00		144,842,569.00		146,634,407.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		4,525,090.80		4,345,277.07		4,399,032.21
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		4,525,090.80		4,345,277.07		4,399,032.21
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Second Interim
2019-20 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
011 GENERAL FUND								
Expenditure Detail	0.00	(12,100.00)	0.00	(408,229.00)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	10,350.00	0.00	187,624.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	220,605.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Second Interim
2019-20 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	1,750.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	12,100.00	(12,100.00)	408,229.00	(408,229.00)	0.00	0.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2019-20)	District Regular	12,664.98	12,664.98	
	Charter School	0.00	0.00	
	Total ADA	12,664.98	12,664.98	0.0%
1st Subsequent Year (2020-21)	District Regular	12,404.90	12,429.33	
	Charter School			
	Total ADA	12,404.90	12,429.33	0.2%
2nd Subsequent Year (2021-22)	District Regular	12,199.90	12,224.33	
	Charter School			
	Total ADA	12,199.90	12,224.33	0.2%

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2019-20)				
District Regular	12,789	12,789		
Charter School				
Total Enrollment	12,789	12,789	0.0%	Met
1st Subsequent Year (2020-21)				
District Regular	12,584	12,584		
Charter School				
Total Enrollment	12,584	12,584	0.0%	Met
2nd Subsequent Year (2021-22)				
District Regular	12,459	12,459		
Charter School				
Total Enrollment	12,459	12,459	0.0%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	13,038	13,364	
Charter School			
Total ADA/Enrollment	13,038	13,364	97.6%
Second Prior Year (2017-18)			
District Regular	12,924	13,286	
Charter School			
Total ADA/Enrollment	12,924	13,286	97.3%
First Prior Year (2018-19)			
District Regular	12,665	12,995	
Charter School	0		
Total ADA/Enrollment	12,665	12,995	97.5%
Historical Average Ratio:			97.5%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			98.0%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2019-20)				
District Regular	12,429	12,789		
Charter School	0			
Total ADA/Enrollment	12,429	12,789	97.2%	Met
1st Subsequent Year (2020-21)				
District Regular	12,224	12,584		
Charter School				
Total ADA/Enrollment	12,224	12,584	97.1%	Met
2nd Subsequent Year (2021-22)				
District Regular	12,099	12,459		
Charter School				
Total ADA/Enrollment	12,099	12,459	97.1%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim	Second Interim		
	(Form 01CSI, Item 4A)	Projected Year Totals		
Current Year (2019-20)	116,655,602.00	116,655,602.00	0.0%	Met
1st Subsequent Year (2020-21)	117,855,531.00	117,277,128.00	-0.5%	Met
2nd Subsequent Year (2021-22)	119,176,607.00	118,494,183.00	-0.6%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	85,968,683.60	96,409,680.83	89.2%
Second Prior Year (2017-18)	89,077,987.48	101,097,609.99	88.1%
First Prior Year (2018-19)	92,241,475.17	103,524,580.21	89.1%
Historical Average Ratio:			88.8%

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	85.8% to 91.8%	85.8% to 91.8%	85.8% to 91.8%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2019-20)	96,501,795.00	108,498,299.00	88.9%	Met
1st Subsequent Year (2020-21)	97,434,290.00	107,721,540.00	90.5%	Met
2nd Subsequent Year (2021-22)	98,857,260.00	108,558,973.00	91.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2019-20)	7,394,722.00	7,413,223.00	0.3%	No
1st Subsequent Year (2020-21)	7,394,722.00	7,413,223.00	0.3%	No
2nd Subsequent Year (2021-22)	7,394,722.00	7,413,223.00	0.3%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2019-20)	7,615,038.00	7,655,038.00	0.5%	No
1st Subsequent Year (2020-21)	5,986,907.00	6,003,735.00	0.3%	No
2nd Subsequent Year (2021-22)	6,084,754.00	6,098,893.00	0.2%	No

Explanation:
(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2019-20)	10,030,169.00	10,397,506.00	3.7%	No
1st Subsequent Year (2020-21)	10,030,169.00	10,397,506.00	3.7%	No
2nd Subsequent Year (2021-22)	10,030,169.00	10,397,506.00	3.7%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2019-20)	11,112,826.00	11,196,682.00	0.8%	No
1st Subsequent Year (2020-21)	8,408,902.00	8,162,526.00	-2.9%	No
2nd Subsequent Year (2021-22)	9,022,453.00	7,909,751.00	-12.3%	Yes

Explanation:
(required if Yes)

Adjustment in out year 2021-22 for decrease in books and supplies due to no textbook adoption that year.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2019-20)	10,312,608.00	10,615,079.00	2.9%	No
1st Subsequent Year (2020-21)	9,704,886.00	9,169,870.00	-5.5%	Yes
2nd Subsequent Year (2021-22)	9,899,953.00	9,331,991.00	-5.7%	Yes

Explanation:
(required if Yes)

Decrease in planned expenditures in 2020-21 and 2021-22.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2019-20)	25,039,929.00	25,465,767.00	1.7%	Met
1st Subsequent Year (2020-21)	23,411,798.00	23,814,464.00	1.7%	Met
2nd Subsequent Year (2021-22)	23,509,645.00	23,909,622.00	1.7%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2019-20)	21,425,434.00	21,811,761.00	1.8%	Met
1st Subsequent Year (2020-21)	18,113,788.00	17,332,396.00	-4.3%	Met
2nd Subsequent Year (2021-22)	18,922,406.00	17,241,742.00	-8.9%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6A
if NOT met)

Adjustment in out year 2021-22 for decrease in books and supplies due to no textbook adoption that year.

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

Decrease in planned expenditures in 2020-21 and 2021-22.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	4,410,074.00	4,410,738.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		4,410,738.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Available Reserve Percentages (Criterion 10C, Line 9)	17.2%	16.3%	13.3%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	5.7%	5.4%	4.4%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2019-20)	(2,827,537.00)	108,498,299.00	2.6%	Met
1st Subsequent Year (2020-21)	(3,750,977.00)	107,721,540.00	3.5%	Met
2nd Subsequent Year (2021-22)	(4,230,602.00)	108,558,973.00	3.9%	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2019-20)	30,040,203.00	Met
1st Subsequent Year (2020-21)	26,289,226.00	Met
2nd Subsequent Year (2021-22)	22,058,624.00	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2019-20)	25,907,743.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$69,000 (greater of)	0	to	300
4% or \$69,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	12,429	12,224	12,099
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	150,836,360.00	144,842,569.00	146,634,407.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	150,836,360.00	144,842,569.00	146,634,407.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	4,525,090.80	4,345,277.07	4,399,032.21
6. Reserve Standard - by Amount (\$69,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	4,525,090.80	4,345,277.07	4,399,032.21

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	4,525,091.00	4,345,278.00	4,399,033.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	21,395,112.00	19,323,948.00	15,039,591.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	25,920,203.00	23,669,226.00	19,438,624.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	17.18%	16.34%	13.26%
District's Reserve Standard (Section 10B, Line 7):	4,525,090.80	4,345,277.07	4,399,032.21
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2019-20)	(17,262,499.00)	(17,353,264.00)	0.5%	90,765.00	Met
1st Subsequent Year (2020-21)	(17,285,624.00)	(17,184,933.00)	-0.6%	(100,691.00)	Met
2nd Subsequent Year (2021-22)	(18,149,905.00)	(18,044,180.00)	-0.6%	(105,725.00)	Met
1b. Transfers In, General Fund *					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	3	01 8919	01-7438 & 01-7439	39,942
Certificates of Participation	10	01 8011	01-7438 & 01-7439	4,445,000
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Redevelopment Loan	6	25-8681	25-7439	188,762
CFD 2000-01	13	District 40	District 40	755,000
CFD 2001-01	13	District 48	District 48	12,230,000
Capital Lease - Apple	3	01-8919	01-7438 & 01-7439	758,767
TOTAL:				18,417,471

Type of Commitment (continued)	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Capital Leases	17,631	17,631	17,631	8,815
Certificates of Participation	506,600	510,575	513,950	512,100
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Redevelopment Loan	31,460	31,460	31,460	31,460
CFD 2000-01	79,750	77,981	76,200	79,303
CFD 2001-01	1,267,100	1,253,881	1,259,550	1,263,675
Capital Lease - Apple	0	193,680	185,485	188,249
Total Annual Payments:	1,902,541	2,085,208	2,084,276	2,083,602
Has total annual payment increased over prior year (2018-19)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

District entered into a Capital Lease with Apple, Inc. for laptops and iPads on 07/01/2019. This is a 4 year 1.49% interest rate lease.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

No

2. OPEB Liabilities

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. Total OPEB liability	36,879,628.00	36,879,628.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00	0.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	36,879,628.00	36,879,628.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
e. If based on an actuarial valuation, indicate the date of the OPEB valuation.	Jul 01, 2019	Jul 01, 2019

3. OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	First Interim (Form 01CSI, Item S7A)	Second Interim
Current Year (2019-20)	3,274,556.00	3,274,556.00
1st Subsequent Year (2020-21)	3,274,556.00	3,274,556.00
2nd Subsequent Year (2021-22)	3,274,556.00	3,274,556.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2019-20)	974,944.00	998,041.00
1st Subsequent Year (2020-21)	974,944.00	998,041.00
2nd Subsequent Year (2021-22)	974,944.00	998,041.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2019-20)	1,657,283.00	1,657,283.00
1st Subsequent Year (2020-21)	1,711,218.00	1,711,218.00
2nd Subsequent Year (2021-22)	1,907,871.00	1,907,871.00

d. Number of retirees receiving OPEB benefits

Current Year (2019-20)	104	112
1st Subsequent Year (2020-21)	104	112
2nd Subsequent Year (2021-22)	104	112

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

No

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

No

2. Self-Insurance Liabilities

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs	2,846,097.00	2,846,097.00
b. Unfunded liability for self-insurance programs	0.00	0.00

3. Self-Insurance Contributions

a. Required contribution (funding) for self-insurance programs
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

	First Interim (Form 01CSI, Item S7B)	Second Interim
Current Year (2019-20)	0.00	0.00
1st Subsequent Year (2020-21)	0.00	0.00
2nd Subsequent Year (2021-22)	0.00	0.00

b. Amount contributed (funded) for self-insurance programs
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

Current Year (2019-20)	914,563.00	933,507.00
1st Subsequent Year (2020-21)	914,563.00	933,507.00
2nd Subsequent Year (2021-22)	914,563.00	933,507.00

4. Comments:

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S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	581.8	585.1	578.1	573.6

1a. Have any salary and benefit negotiations been settled since first interim projections?

Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Dec 10, 2019

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

Dec 02, 2019

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

Yes

If Yes, date of budget revision board adoption:

Dec 10, 2019

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2019-20)

1st Subsequent Year
(2020-21)

2nd Subsequent Year
(2021-22)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

--	--	--

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
9,495,213	9,920,165	10,349,367
96.0%	96.0%	96.0%
6.1%	4.5%	4.3%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
826,402	839,624	841,858
1.6%	1.6%	1.6%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	415.1	419.2	419.2	419.2

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2019-20)

1st Subsequent Year
(2020-21)

2nd Subsequent Year
(2021-22)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
4,124,790	4,291,038	4,458,946
96.0%	96.0%	96.0%
4.6%	4.0%	3.9%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
152,624	154,150	155,691
1.0%	1.0%	1.0%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
No	No	No
No	No	No

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?
If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	90.7	93.1	93.1	93.1

- 1a. Have any salary and benefit negotiations been settled since first interim projections?
If Yes, complete question 2.
If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?
If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement	393,340	0	0
Change in salary schedule from prior year (may enter text, such as "Reopener")	1.5% off & 1.5% on schedule	0.0%	0.0%

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits
4. Amount included for any tentative salary schedule increases
- | | Current Year
(2019-20) | 1st Subsequent Year
(2020-21) | 2nd Subsequent Year
(2021-22) |
|--|---------------------------|----------------------------------|----------------------------------|
| | | | |

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	1,554,726	1,615,273	1,676,426
3. Percent of H&W cost paid by employer	96.0%	96.0%	96.0%
4. Percent projected change in H&W cost over prior year	10.9%	3.9%	3.8%

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	164,152	166,532	168,946
3. Percent change in step and column over prior year	1.5%	1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are costs of other benefits included in the interim and MYPs?	No	No	No
2. Total cost of other benefits	0	0	0
3. Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Second Interim Criteria and Standards Review

ACTION ITEM

DATE: March 10, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: CONDUCT A PUBLIC HEARING ON THE SUBJECT OF DEDICATING SUCH EASEMENTS TO BRANDYWINE-HOMES AND APPROVE RESOLUTION NO. 19/20-14 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AUTHORIZING THE DEDICATION OF A TEMPORARY CONSTRUCTION EASEMENT AND AN EASEMENT TO BRANDYWINE-HOMES

Background: Brandywine-Homes has requested that the District dedicate a temporary construction easement ("Construction Easement") to access for the purposes of temporarily excavating, displacing, stockpiling and surcharging soil and other construction activities ("Infrastructure Work") that are reasonably necessary in order to construct and install landscaping, an irrigation system, a walkway and ramp, new privacy walls, fencing and drainage improvements ("Park Facilities"). Brandywine-Homes also requested that the District dedicate an easement ("Easement") for purposes of use, operation, maintenance, repair, and replacement of the Park Facilities. Both the Construction Easement and Easement would be upon a portion of the District's Beechwood Elementary School property located at 780 Beechwood Avenue, Fullerton, CA 92835. Adoption of the Resolution before the Board will result in the dedication of the two above-referenced easements to Brandywine-Homes.

Rationale: The District and community will benefit from the dedication of the Construction Easement and Easement to Brandywine-Homes by allowing Brandywine-Homes to construct drainage improvements that will mitigate any drainage or flooding issues and to maintain the currently unimproved area. The easements referenced above were spurred by and pertain to Brandywine-Homes' proposed condominium project, which was approved by the City of Fullerton on February 4, 2020 and accordingly will be proceeding forward regardless of approval of Resolution No. 19/20-14.

Funding: No fiscal impact to District.

Recommendation: Conduct a public hearing on the subject of dedicating such easements to Brandywine-Homes and approve Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

RC:yd
Attachment

FULLERTON UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE OF CONSIDERATION OF DEDICATION OF EASEMENTS

NOTICE IS HEREBY GIVEN that the Board of Education of the Fullerton School District (“District”), at its regular board meeting to be held on March 10, 2020, at 6:00 p.m. in the Board Room at the District Office located at 1401 W. Valencia Drive, Fullerton, CA 92833, will consider dedicating a temporary construction easement to Brandywine-Homes to access for the purposes of temporarily excavating, displacing, stockpiling and surcharging soil and other construction activities (“Infrastructure Work”) that are reasonably necessary in order to construct and install landscaping, an irrigation system, a walkway and ramp, new privacy walls, fencing and drainage improvements (“Park Facilities”). The District will also consider dedicating an easement to Brandywine-Homes for the purposes of use, operation, maintenance, repair, and replacement of the Park Facilities. Said proposed easements will be located on a portion of the District’s Beechwood Elementary School property located at 780 Beechwood Avenue, Fullerton, CA 92835.

Questions and/or comments should be directed to Scott Schlabsz, Director of Facilities, Maintenance & Operations, at 714-447-7440.

FULLERTON SCHOOL DISTRICT

**RESOLUTION NO. 19/20-14:
OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT
AUTHORIZING THE DEDICATION OF A TEMPORARY CONSTRUCTION
EASEMENT AND AN EASEMENT TO BRANDYWINE-HOMES**

WHEREAS, Brandywine-Homes (“Developer”) has requested that the Fullerton School District (“District”) dedicate a temporary construction easement and an easement to Developer upon a portion of the District’s property (“Construction Easement” and “Easement”). A legal description and map depicting the location of the Construction Easement is attached hereto as Exhibit “A” and incorporated herein, and a legal description and map depicting the location of the Easement is attached hereto as Exhibit “B” and incorporated herein;

WHEREAS, the District desires to provide a Construction Easement to Developer to access for the purposes of temporarily excavating, displacing, stockpiling and surcharging soil and other construction activities (“Infrastructure Work”) that are reasonably necessary in order to construct and install landscaping, an irrigation system, a walkway and ramp, new privacy walls, fencing and drainage improvements (“Park Facilities”), pursuant to the terms and conditions set forth in the Easement Agreement For Construction of Park Facilities attached hereto as Exhibit “C”;

WHEREAS, the District desires to provide an Easement for the purposes of use, operation, maintenance, repair, and replacement of the Park Facilities, pursuant to the terms and conditions set forth in the Easement Agreement for Maintenance and Use of Park Facilities attached hereto as Exhibit “D”;

WHEREAS, the District’s Board understands that the Fullerton City Council voted to approve Developer’s proposed project at its February 4, 2020, meeting;

WHEREAS, the District and community will benefit from the dedication of the Construction Easement and Easement to Developer by allowing Developer to construct drainage improvements that will mitigate any drainage or flooding issues and to maintain the currently unimproved area;

WHEREAS, the District posted notice of a Public Hearing on March 6, 2020, regarding the question about making the dedication of the Construction Easement and Easement to Developer;

WHEREAS, on the date of this Resolution, the District’s governing board held a Public Hearing upon the subject matter of this Resolution;

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District's governing board authorizes and directs the President of the Governing Board to execute the Easement Agreement For Construction of Park Facilities and Easement Agreement for Maintenance and Use of Park Facilities and take whatever action is necessary to complete the dedication of the Construction Easement and Easement to Developer.

ADOPTED, SIGNED AND APPROVED this 10th day of March, 2020.

President of the Governing Board for the
Fullerton School District

I, Beverly Berryman, Clerk of the Governing Board of Fullerton School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 10th day of March 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of Fullerton School
District

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP OF THE CONSTRUCTION EASEMENT

Exhibit "A"
to
Easement Agreement

Legal Description of the Developer Property

All that certain land situated in the City of Fullerton, County of Orange, State of California,
described as follows:

LEGAL DESCRIPTION

Real property in the City of Fullerton, County of Orange, State of California, described as follows:

THE NORTH ONE-HALF OF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP THREE (3) SOUTH, RANGE TEN (10) WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY BOUNDARY OF TRACT NO. 5689, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 211, PAGES 44, 45 AND 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY BY DEED RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 470 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY BY DEED RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 473 OF OFFICIAL RECORDS.

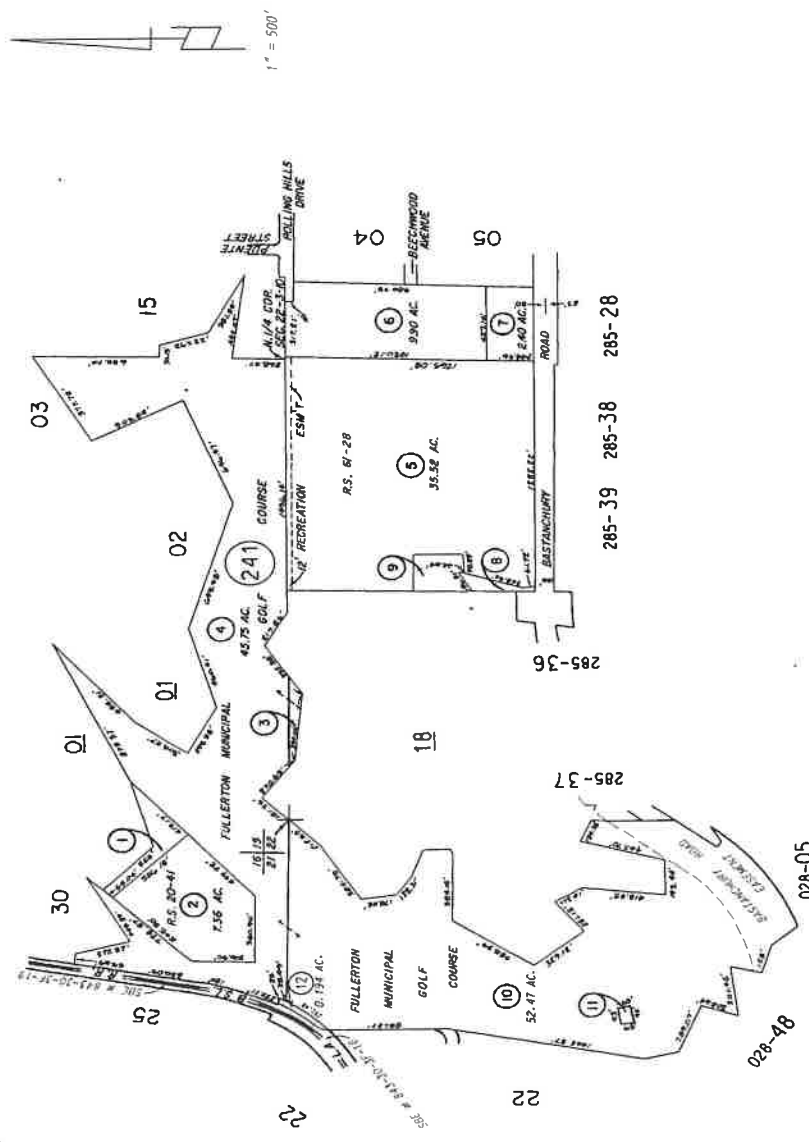
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO CONTINENTAL MAUSOLEUM COMPANY BY DEED RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 478 OF OFFICIAL RECORDS.

APN: 293-241-07

293-24

POR. SEC. 15, 16, 21 & 22, T 3 S, R 10 W

THIS MAP WAS PREPARED FOR ORANGE COUNTY, FLORIDA, BY THE ASSESSOR'S MAP DEPARTMENT, PALM BACH, FLORIDA. THE ASSESSOR MAKES NO GUARANTEE AS TO THE ACCURACY NOR ASSUMES ANY LIABILITY FOR DAMAGES OF ANY KIND TO BE REPRODUCED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2013



NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

MARCH 1983



Exhibit "B"
to
Easement Agreement

Legal Description of the School Property

All that certain land situated in the City of Fullerton, County of Orange, State of California,
described as follows:

LEGAL DESCRIPTION

Real property in the City of Fullerton, County of Orange, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY, RECORDED FEBRUARY 16, 1951 IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS; THENCE SOUTH 88° 44' 20" WEST 317.21 FEET ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED TO A LINE PARALLEL WITH AND EASTERLY 14.00 FEET FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 0° 50' 18" WEST 1020.12 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE LAND DESCRIBED IN SAID ABOVE MENTIONED DEED; THENCE NORTH 88° 49' 19" EAST 317.19 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE NORTH 0° 50' 18" EAST 1020.58 FEET TO THE POINT OF BEGINNING.

EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH, AND MINERALS, IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LAND WITH THE FREE PERPETUAL AND EXCLUSIVE RIGHT TO EXPLORE, PROSPECT FOR, DRILL FOR, PRODUCE, TAKE AND REMOVE THE SAME FROM ONLY THAT PORTION OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND". FURTHER EXCEPTING AND RESERVING THE RIGHT TO INJECT OR INTRODUCE FROM TIME TO TIME, STORE, THEREIN AND SUBSEQUENTLY REMOVE FROM SAID SUBSURFACE LAND, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH AND MINERALS, TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN RESERVED, INCLUDING BUT NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE THE SAME AND OTHERWISE COMPLETE, OPERATE AND MAINTAIN WELLS INTO AND THROUGH SAID SUBSURFACE LANDS FROM LOCATIONS OUTSIDE THE BOUNDARIES OF THE REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND RETAINED TO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREINABOVE DESCRIBED AS RESERVED IN DEED FROM CONTINENTAL MAUSOLEUM COMPANY RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 473, OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY RECORDED IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER BEING DISTANT N. 88° 44' 20" E. ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 331.22 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S. 0° 50' 18" W. ALONG THE EAST LINE OF THE LAND DESCRIBED IN SAID DEED 1020.58 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE N. 88° 49' 19" E. ALONG THE EASTERLY PROLONGATION

OF THE SOUTH LINE OF THE LAND DESCRIBED IN SAID DEED 109.95 FEET; THENCE N. 0° 50' 18" E. PARALLEL WITH SAID EAST LINE 1020.75 FEET TO THE NORTH LINE OF SAID SECTION; THENCE, S. 88° 44' 20" W. ALONG SAID NORTH LINE 109.95 FEET TO THE POINT OF BEGINNING; CONTAINING 2.5747 ACRES, MORE OR LESS.

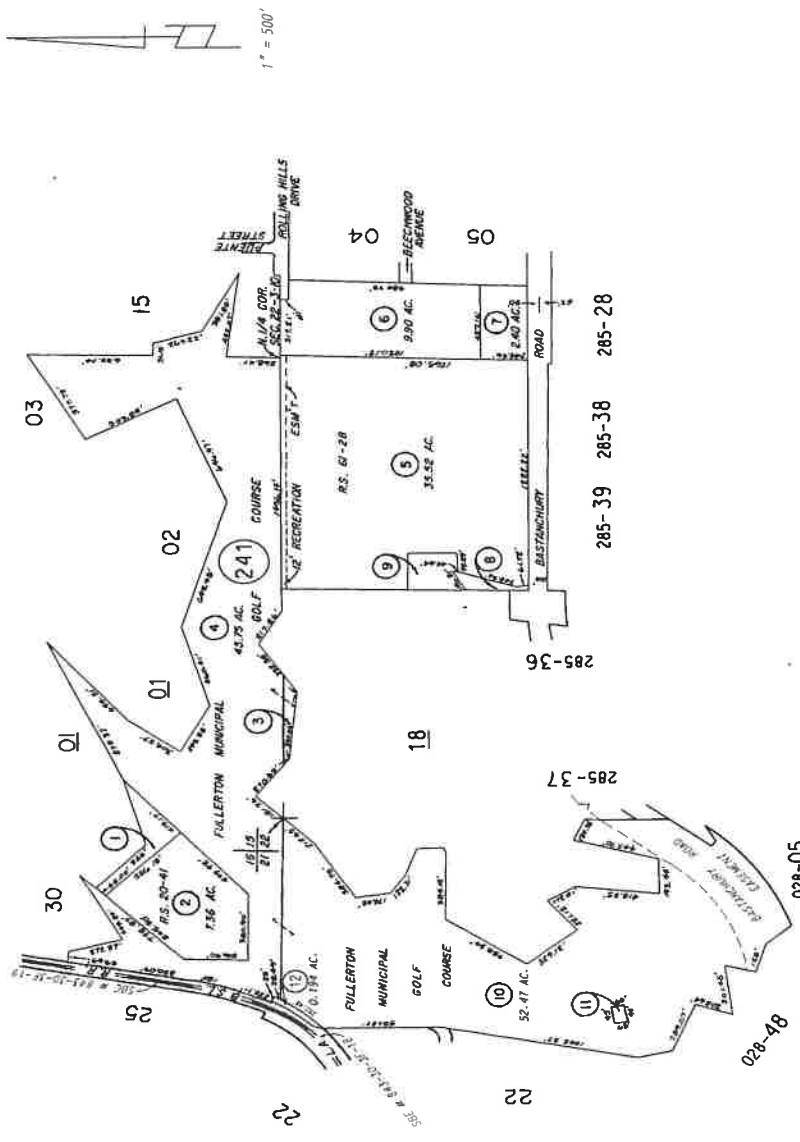
EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH, AND MINERALS, IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LAND, WITH THE FREE, PERPETUAL AND EXCLUSIVE RIGHT TO EXPLORE, PROSPECT FOR, DRILL FOR, PRODUCE, TAKE AND REMOVE THE SAME FROM ONLY THAT PORTION OF SAID LAND WHICH UNDERLINES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND". FURTHER EXCEPTING AND RESERVING THE RIGHT TO INJECT OR INTRODUCE FROM TIME TO TIME, STORE THEREIN AND SUBSEQUENTLY REMOVE FROM SAID SUBSURFACE LAND, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH AND MINERALS, TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN RESERVED, INCLUDING BUT NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE THE SAME, AND OTHERWISE COMPLETE, OPERATE AND MAINTAIN WELLS INTO AND THROUGH SAID SUBSURFACE LANDS FROM LOCATIONS OUTSIDE THE BOUNDARIES OF THE REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND RETAINED DO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREIN ABOVE DESCRIBED AS RESERVED IN DEED FROM UNION OIL COMPANY OF CALIFORNIA RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 470, OF OFFICIAL RECORDS.

APN: 293-241-06

293-24

POR. SEC. 15, 16, 21 & 22, T 3 S, R 10 W

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NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

MARCH 1983

Exhibit "C"
to
Easement Agreement

Depiction of Park Easement Area

[See Attached]

EXHIBIT "C"
LEGAL DESCRIPTION

SHEET 1 OF 6

PARCEL A

BEING THAT CERTAIN PARCEL OF LAND IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING WITHIN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BASTANCHURY ROAD AND PUENTE STREET AS SHOWN ON TRACT NO. 5689, FILED IN BOOK 211, PAGES 44 THROUGH 46, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE ALONG SAID CENTERLINE BASTANCHURY ROAD, SOUTH 89°56'52" WEST, A DISTANCE OF 160.13 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT NO. 5689;

THENCE ALONG SAID WEST LINE AND PROLONGATION THEREOF, NORTH 01°53'09" EAST, A DISTANCE OF 295.30 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DEED TO THE FULLERTON PUBLIC LIBRARY FOUNDATION RECORDED JULY 18, 2018 AS INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE, NORTH 01°53'09" EAST A DISTANCE OF 5.94 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 65°35'18" WEST, A DISTANCE OF 49.27 FEET;

THENCE NORTH 71°46'45" WEST, A DISTANCE OF 30.32 FEET;

THENCE NORTH 77°43'46" WEST, A DISTANCE OF 19.68 FEET;

THENCE NORTH 81°50'07" WEST, A DISTANCE OF 20.05 FEET;

THENCE NORTH 88°12'52" WEST, A DISTANCE OF 38.99 FEET;

THENCE NORTH 00°26'54" WEST, A DISTANCE OF 8.34 FEET;

THENCE SOUTH 89°38'59" WEST, A DISTANCE OF 21.97 FEET;

THENCE NORTH 00°04'15" WEST, A DISTANCE OF 3.90 FEET;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 12.74 FEET;

THENCE SOUTH 01°52'37" EAST, A DISTANCE OF 3.94 FEET;

THENCE SOUTH 88°07'23" WEST, A DISTANCE OF 22.85 FEET;

THENCE SOUTH 00°37'36" WEST, A DISTANCE OF 8.65 FEET;

THENCE SOUTH 84°46'05" WEST, A DISTANCE OF 35.78 FEET;

THENCE SOUTH 83°28'28" WEST, A DISTANCE OF 27.67 FEET;

THENCE SOUTH 81°58'39" WEST, A DISTANCE OF 59.92 FEET;

THENCE SOUTH 80°06'26" WEST, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTHERLY ALONG SAID NORTHERLY PROLONGATION, SOUTH 01°53'35" WEST, A DISTANCE OF 12.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY, NORTH 89°52'36" EAST, A DISTANCE OF 427.21 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 14,403 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"
LEGAL DESCRIPTION

PARCEL B

BEING THAT CERTAIN PARCEL OF LAND IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING WITHIN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BASTANCHURY ROAD AND PUENTE STREET AS SHOWN ON TRACT NO. 5689, FILED IN BOOK 211, PAGES 44 THROUGH 46, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE ALONG SAID CENTERLINE BASTANCHURY ROAD, SOUTH 89°56'52" WEST, A DISTANCE OF 160.13 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT NO. 5689;

THENCE ALONG SAID WEST LINE AND PROLONGATION THEREOF, NORTH 01°53'09" EAST, A DISTANCE OF 295.30 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DEED TO THE FULLERTON PUBLIC LIBRARY FOUNDATION RECORDED JULY 18, 2018 AS INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY.

THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE, NORTH 01°53'09" EAST A DISTANCE OF 5.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 65°35'18" WEST, A DISTANCE OF 49.27 FEET;

THENCE NORTH 71°46'45" WEST, A DISTANCE OF 30.32 FEET;

THENCE NORTH 77°43'46" WEST, A DISTANCE OF 19.68 FEET;

THENCE NORTH 81°50'07" WEST, A DISTANCE OF 20.05 FEET;

THENCE NORTH 88°12'52" WEST, A DISTANCE OF 38.99 FEET;

THENCE NORTH 00°26'54" WEST, A DISTANCE OF 8.34 FEET;

THENCE SOUTH 89°38'59" WEST, A DISTANCE OF 21.97 FEET;

THENCE NORTH 00°04'15" WEST, A DISTANCE OF 3.90 FEET;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 12.74 FEET;

THENCE SOUTH 01°52'37" EAST, A DISTANCE OF 3.94 FEET;

THENCE SOUTH 88°07'23" WEST, A DISTANCE OF 22.85 FEET;

THENCE SOUTH 00°37'36" WEST, A DISTANCE OF 8.65 FEET;

THENCE SOUTH 84°46'05" WEST, A DISTANCE OF 35.78 FEET;

THENCE SOUTH 83°28'28" WEST, A DISTANCE OF 27.67 FEET;

THENCE SOUTH 81°58'39" WEST, A DISTANCE OF 59.92 FEET;

THENCE SOUTH 80°06'26" WEST, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTHERLY ALONG SAID NORTHERLY PROLONGATION, NORTH 01°53'35" EAST, A DISTANCE OF 5.11 FEET;

THENCE NORTH 80°06'26" EAST, A DISTANCE OF 95.73 FEET;

THENCE NORTH 81°58'39" EAST, A DISTANCE OF 60.06 FEET;

THENCE NORTH 83°28'28" EAST, A DISTANCE OF 27.79 FEET;

THENCE NORTH 84°46'05" EAST, A DISTANCE OF 31.32 FEET;

EXHIBIT "C"
LEGAL DESCRIPTION

SHEET 3 OF 6

THENCE NORTH 00°37'36" EAST, A DISTANCE OF 9.76 FEET;
THENCE NORTH 77°12'49" EAST, A DISTANCE OF 18.04 FEET;
THENCE NORTH 89°55'45" EAST, A DISTANCE OF 31.58 FEET;
THENCE SOUTH 80°42'48" EAST, A DISTANCE OF 18.38 FEET;
THENCE SOUTH 00°26'54" EAST, A DISTANCE OF 9.30 FEET;
THENCE SOUTH 88°12'52" EAST, A DISTANCE OF 34.46 FEET;
THENCE SOUTH 81°50'07" EAST, A DISTANCE OF 20.50 FEET;
THENCE SOUTH 77°43'46" EAST, A DISTANCE OF 20.12 FEET;
THENCE SOUTH 71°46'45" EAST, A DISTANCE OF 30.85 FEET;
THENCE SOUTH 65°35'18" EAST, A DISTANCE OF 47.47 FEET TO A POINT ON SAID WEST LINE OF TRACT NO. 5689;
THENCE ALONG SAID WEST LINE OF TRACT NO. 5689; SOUTH 01°53'09" WEST, A DISTANCE OF 5.41 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,427 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD, IF ANY.

MORE PARTICULARLY SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

EDWARD L. REYNOLDS LS 7725
LICENSE EXPIRES 12/31/19

10/21/19

DATE

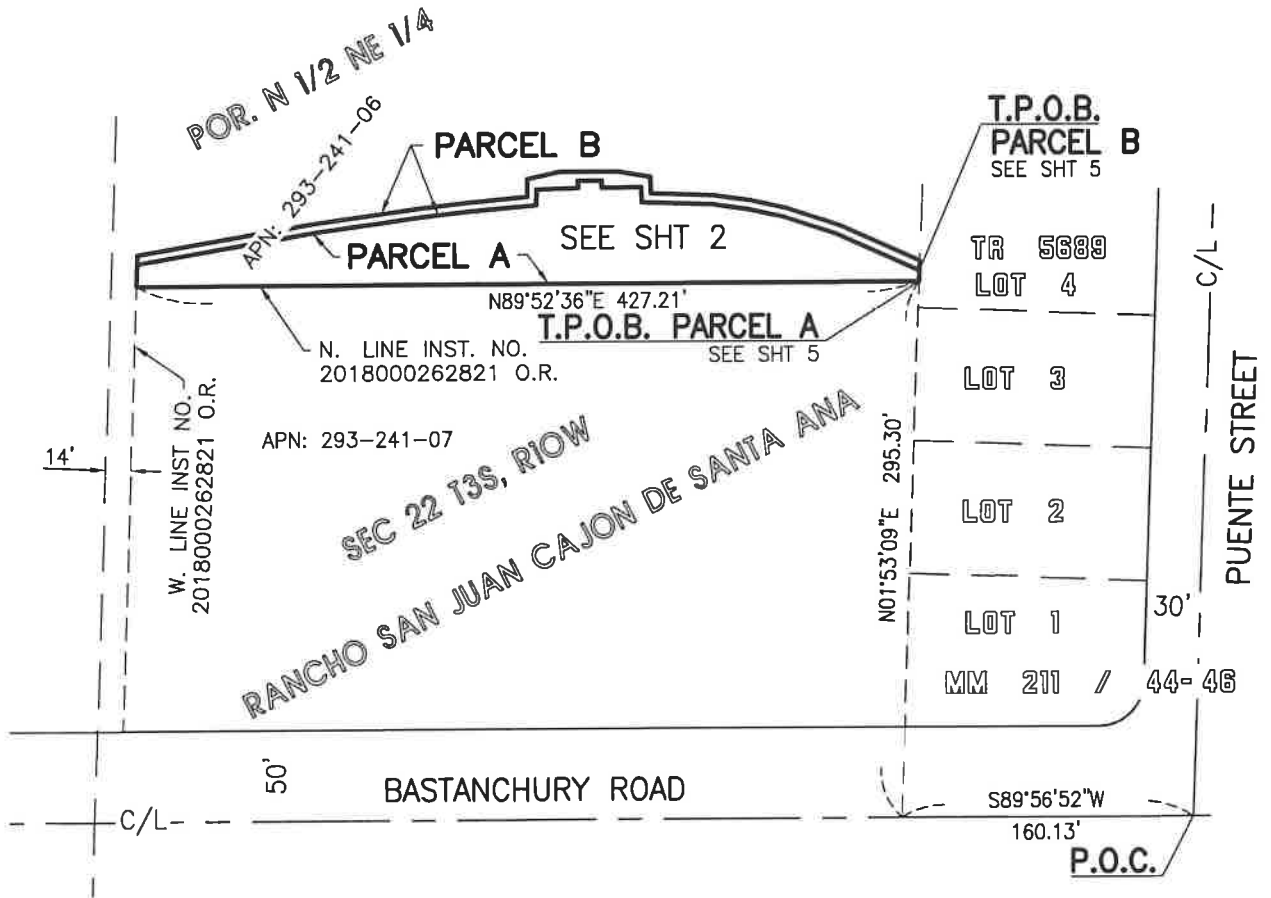


SCALE: 1" = 100'

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 4 OF 6



	6 ORCHARD, SUITE 200
	LAKE FOREST, CA 92630
	T. 949.916.3800
	F. 949.916.3805
LAND PLANNING & SURVEYING	WWW.CVC-INC.NET

P:\B\BWHX-024\DWG\SHEETS\LEGAL\DESC\LEGAL-01\LEGAL-01.DWG

EXHIBIT "B"

LEGAL DESCRIPTION AND MAP OF THE EASEMENT

Exhibit "A"
to
Easement Agreement

Legal Description of the Declarant Property

All that certain land situated in the City of Fullerton, County of Orange, State of California,
described as follows:

LEGAL DESCRIPTION

Real property in the City of Fullerton, County of Orange, State of California, described as follows:

THE NORTH ONE-HALF OF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP THREE (3) SOUTH, RANGE TEN (10) WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY BOUNDARY OF TRACT NO. 5689, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 211, PAGES 44, 45 AND 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY BY DEED RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 470 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY BY DEED RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 473 OF OFFICIAL RECORDS.

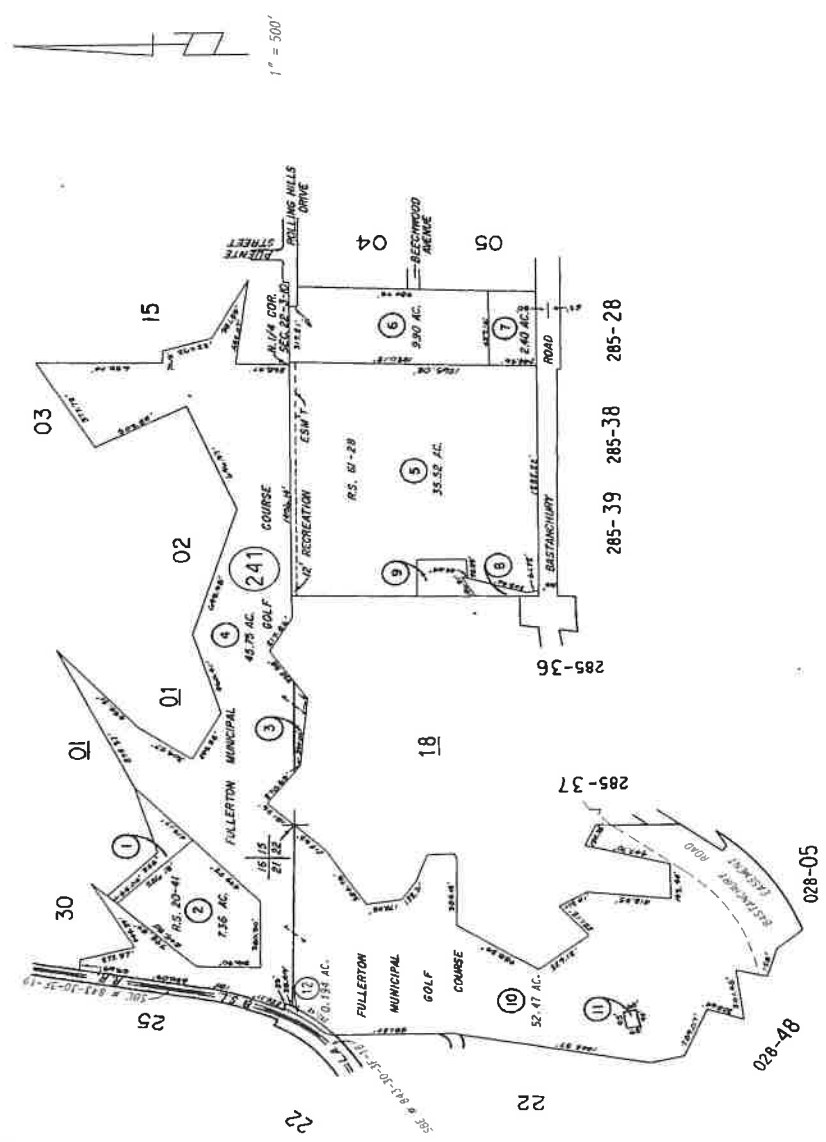
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO CONTINENTAL MAUSOLEUM COMPANY BY DEED RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 478 OF OFFICIAL RECORDS.

APN: 293-241-07

293-24

POR. SEC. 15, 16, 21 & 22, T 3 S, R 10 W

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSE ONLY. THE COUNTY ASSESSOR DEPT. MAKES NO WARRANTY AS TO THE ACCURACY OF THIS MAP. THE COUNTY ASSESSOR DEPT. ASSUMES NO LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2011



NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 293 PAGE 24 COUNTY OF ORANGE

MARCH 1993

Exhibit "B"
to
Easement Agreement

Legal Description of the School Property

All that certain land situated in the City of Fullerton, County of Orange, State of California,
described as follows:

LEGAL DESCRIPTION

Real property in the City of Fullerton, County of Orange, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY, RECORDED FEBRUARY 16, 1951 IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS; THENCE SOUTH 88° 44' 20" WEST 317.21 FEET ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED TO A LINE PARALLEL WITH AND EASTERLY 14.00 FEET FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 0° 50' 18" WEST 1020.12 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE LAND DESCRIBED IN SAID ABOVE MENTIONED DEED; THENCE NORTH 88° 49' 19" EAST 317.19 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE NORTH 0° 50' 18" EAST 1020.58 FEET TO THE POINT OF BEGINNING.

EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH, AND MINERALS, IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LAND WITH THE FREE PERPETUAL AND EXCLUSIVE RIGHT TO EXPLORE, PROSPECT FOR, DRILL FOR, PRODUCE, TAKE AND REMOVE THE SAME FROM ONLY THAT PORTION OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND". FURTHER EXCEPTING AND RESERVING THE RIGHT TO INJECT OR INTRODUCE FROM TIME TO TIME, STORE, THEREIN AND SUBSEQUENTLY REMOVE FROM SAID SUBSURFACE LAND, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH AND MINERALS, TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN RESERVED, INCLUDING BUT NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE THE SAME AND OTHERWISE COMPLETE, OPERATE AND MAINTAIN WELLS INTO AND THROUGH SAID SUBSURFACE LANDS FROM LOCATIONS OUTSIDE THE BOUNDARIES OF THE REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND RETAINED TO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREIN ABOVE DESCRIBED AS RESERVED IN DEED FROM CONTINENTAL MAUSOLEUM COMPANY RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 473, OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY RECORDED IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER BEING DISTANT N. 88° 44' 20" E. ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 331.22 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S. 0° 50' 18" W. ALONG THE EAST LINE OF THE LAND DESCRIBED IN SAID DEED 1020.58 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE N. 88° 49' 19" E. ALONG THE EASTERLY PROLONGATION

OF THE SOUTH LINE OF THE LAND DESCRIBED IN SAID DEED 109.95 FEET; THENCE N. 0° 50' 18" E. PARALLEL WITH SAID EAST LINE 1020.75 FEET TO THE NORTH LINE OF SAID SECTION; THENCE, S. 88° 44' 20" W. ALONG SAID NORTH LINE 109.95 FEET TO THE POINT OF BEGINNING; CONTAINING 2.5747 ACRES, MORE OR LESS.

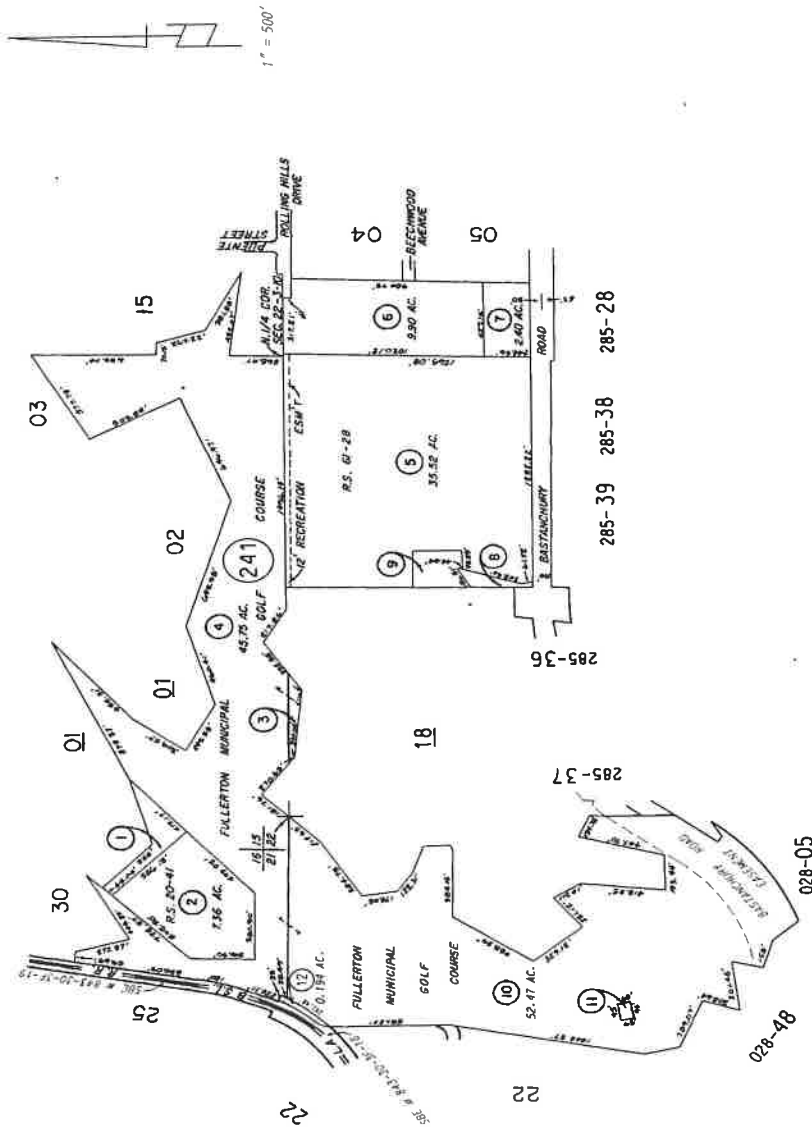
EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH, AND MINERALS, IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LAND, WITH THE FREE, PERPETUAL AND EXCLUSIVE RIGHT TO EXPLORE, PROSPECT FOR, DRILL FOR, PRODUCE, TAKE AND REMOVE THE SAME FROM ONLY THAT PORTION OF SAID LAND WHICH UNDERLINES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND". FURTHER EXCEPTING AND RESERVING THE RIGHT TO INJECT OR INTRODUCE FROM TIME TO TIME, STORE THEREIN AND SUBSEQUENTLY REMOVE FROM SAID SUBSURFACE LAND, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH AND MINERALS, TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN RESERVED, INCLUDING BUT NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE THE SAME, AND OTHERWISE COMPLETE, OPERATE AND MAINTAIN WELLS INTO AND THROUGH SAID SUBSURFACE LANDS FROM LOCATIONS OUTSIDE THE BOUNDARIES OF THE REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND RETAINED DO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREINABOVE DESCRIBED AS RESERVED IN DEED FROM UNION OIL COMPANY OF CALIFORNIA RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 470, OF OFFICIAL RECORDS.

APN: 293-241-06

293-24

POR. SEC. 15, 16, 21 & 22, T 3 S, R 10 W

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NOTE - ASSESSOR'S BLOCK 4
PARCEL NUMBERS
SHOWN IN CIRCLES

ASSESSOR'S MAP
BOOK 293 PAGE 24
COUNTY OF ORANGE

MARCH 1983

Exhibit "C"
to
Easement Agreement

Depiction of Park Easement Area

[See Attached]

EXHIBIT "C"
LEGAL DESCRIPTION

PARCEL A

BEING THAT CERTAIN PARCEL OF LAND IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING WITHIN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BASTANCHURY ROAD AND PUENTE STREET AS SHOWN ON TRACT NO. 5689, FILED IN BOOK 211, PAGES 44 THROUGH 46, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE ALONG SAID CENTERLINE BASTANCHURY ROAD, SOUTH 89°56'52" WEST, A DISTANCE OF 160.13 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT NO. 5689;

THENCE ALONG SAID WEST LINE AND PROLONGATION THEREOF, NORTH 01°53'09" EAST, A DISTANCE OF 295.30 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DEED TO THE FULLERTON PUBLIC LIBRARY FOUNDATION RECORDED JULY 18, 2018 AS INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE, NORTH 01°53'09" EAST A DISTANCE OF 5.94 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 65°35'18" WEST, A DISTANCE OF 49.27 FEET;

THENCE NORTH 71°46'45" WEST, A DISTANCE OF 30.32 FEET;

THENCE NORTH 77°43'46" WEST, A DISTANCE OF 19.68 FEET;

THENCE NORTH 81°50'07" WEST, A DISTANCE OF 20.05 FEET;

THENCE NORTH 88°12'52" WEST, A DISTANCE OF 38.99 FEET;

THENCE NORTH 00°26'54" WEST, A DISTANCE OF 8.34 FEET;

THENCE SOUTH 89°38'59" WEST, A DISTANCE OF 21.97 FEET;

THENCE NORTH 00°04'15" WEST, A DISTANCE OF 3.90 FEET;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 12.74 FEET;

THENCE SOUTH 01°52'37" EAST, A DISTANCE OF 3.94 FEET;

THENCE SOUTH 88°07'23" WEST, A DISTANCE OF 22.85 FEET;

THENCE SOUTH 00°37'36" WEST, A DISTANCE OF 8.65 FEET;

THENCE SOUTH 84°46'05" WEST, A DISTANCE OF 35.78 FEET;

THENCE SOUTH 83°28'28" WEST, A DISTANCE OF 27.67 FEET;

THENCE SOUTH 81°58'39" WEST, A DISTANCE OF 59.92 FEET;

THENCE SOUTH 80°06'26" WEST, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTHERLY ALONG SAID NORTHERLY PROLONGATION, SOUTH 01°53'35" WEST, A DISTANCE OF 12.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY, NORTH 89°52'36" EAST, A DISTANCE OF 427.21 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 14,403 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"
LEGAL DESCRIPTION

SHEET 2 OF 6

PARCEL B

BEING THAT CERTAIN PARCEL OF LAND IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING WITHIN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BASTANCHURY ROAD AND PUENTE STREET AS SHOWN ON TRACT NO. 5689, FILED IN BOOK 211, PAGES 44 THROUGH 46, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE ALONG SAID CENTERLINE BASTANCHURY ROAD, SOUTH 89°56'52" WEST, A DISTANCE OF 160.13 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT NO. 5689;

THENCE ALONG SAID WEST LINE AND PROLONGATION THEREOF, NORTH 01°53'09" EAST, A DISTANCE OF 295.30 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DEED TO THE FULLERTON PUBLIC LIBRARY FOUNDATION RECORDED JULY 18, 2018 AS INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY.

THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE, NORTH 01°53'09" EAST A DISTANCE OF 5.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 65°35'18" WEST, A DISTANCE OF 49.27 FEET;

THENCE NORTH 71°46'45" WEST, A DISTANCE OF 30.32 FEET;

THENCE NORTH 77°43'46" WEST, A DISTANCE OF 19.68 FEET;

THENCE NORTH 81°50'07" WEST, A DISTANCE OF 20.05 FEET;

THENCE NORTH 88°12'52" WEST, A DISTANCE OF 38.99 FEET;

THENCE NORTH 00°26'54" WEST, A DISTANCE OF 8.34 FEET;

THENCE SOUTH 89°38'59" WEST, A DISTANCE OF 21.97 FEET;

THENCE NORTH 00°04'15" WEST, A DISTANCE OF 3.90 FEET;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 12.74 FEET;

THENCE SOUTH 01°52'37" EAST, A DISTANCE OF 3.94 FEET;

THENCE SOUTH 88°07'23" WEST, A DISTANCE OF 22.85 FEET;

THENCE SOUTH 00°37'36" WEST, A DISTANCE OF 8.65 FEET;

THENCE SOUTH 84°46'05" WEST, A DISTANCE OF 35.78 FEET;

THENCE SOUTH 83°28'28" WEST, A DISTANCE OF 27.67 FEET;

THENCE SOUTH 81°58'39" WEST, A DISTANCE OF 59.92 FEET;

THENCE SOUTH 80°06'26" WEST, A DISTANCE OF 96.69 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED PER INSTRUMENT NO. 2018000262821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTHERLY ALONG SAID NORTHERLY PROLONGATION, NORTH 01°53'35" EAST, A DISTANCE OF 5.11 FEET;

THENCE NORTH 80°06'26" EAST, A DISTANCE OF 95.73 FEET;

THENCE NORTH 81°58'39" EAST, A DISTANCE OF 60.06 FEET;

THENCE NORTH 83°28'28" EAST, A DISTANCE OF 27.79 FEET;

THENCE NORTH 84°46'05" EAST, A DISTANCE OF 31.32 FEET;

EXHIBIT "C"
LEGAL DESCRIPTION

SHEET 3 OF 6

THENCE NORTH 00°37'36" EAST, A DISTANCE OF 9.76 FEET;
THENCE NORTH 77°12'49" EAST, A DISTANCE OF 18.04 FEET;
THENCE NORTH 89°55'45" EAST, A DISTANCE OF 31.58 FEET;
THENCE SOUTH 80°42'48" EAST, A DISTANCE OF 18.38 FEET;
THENCE SOUTH 00°26'54" EAST, A DISTANCE OF 9.30 FEET;
THENCE SOUTH 88°12'52" EAST, A DISTANCE OF 34.46 FEET;
THENCE SOUTH 81°50'07" EAST, A DISTANCE OF 20.50 FEET;
THENCE SOUTH 77°43'46" EAST, A DISTANCE OF 20.12 FEET;
THENCE SOUTH 71°46'45" EAST, A DISTANCE OF 30.85 FEET;
THENCE SOUTH 65°35'18" EAST, A DISTANCE OF 47.47 FEET TO A POINT ON SAID WEST LINE OF TRACT NO. 5689;
THENCE ALONG SAID WEST LINE OF TRACT NO. 5689; SOUTH 01°53'09" WEST, A DISTANCE OF 5.41 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,427 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD, IF ANY.

MORE PARTICULARLY SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:



EDWARD L. REYNOLDS LS 7725
LICENSE EXPIRES 12/31/19

10/21/19

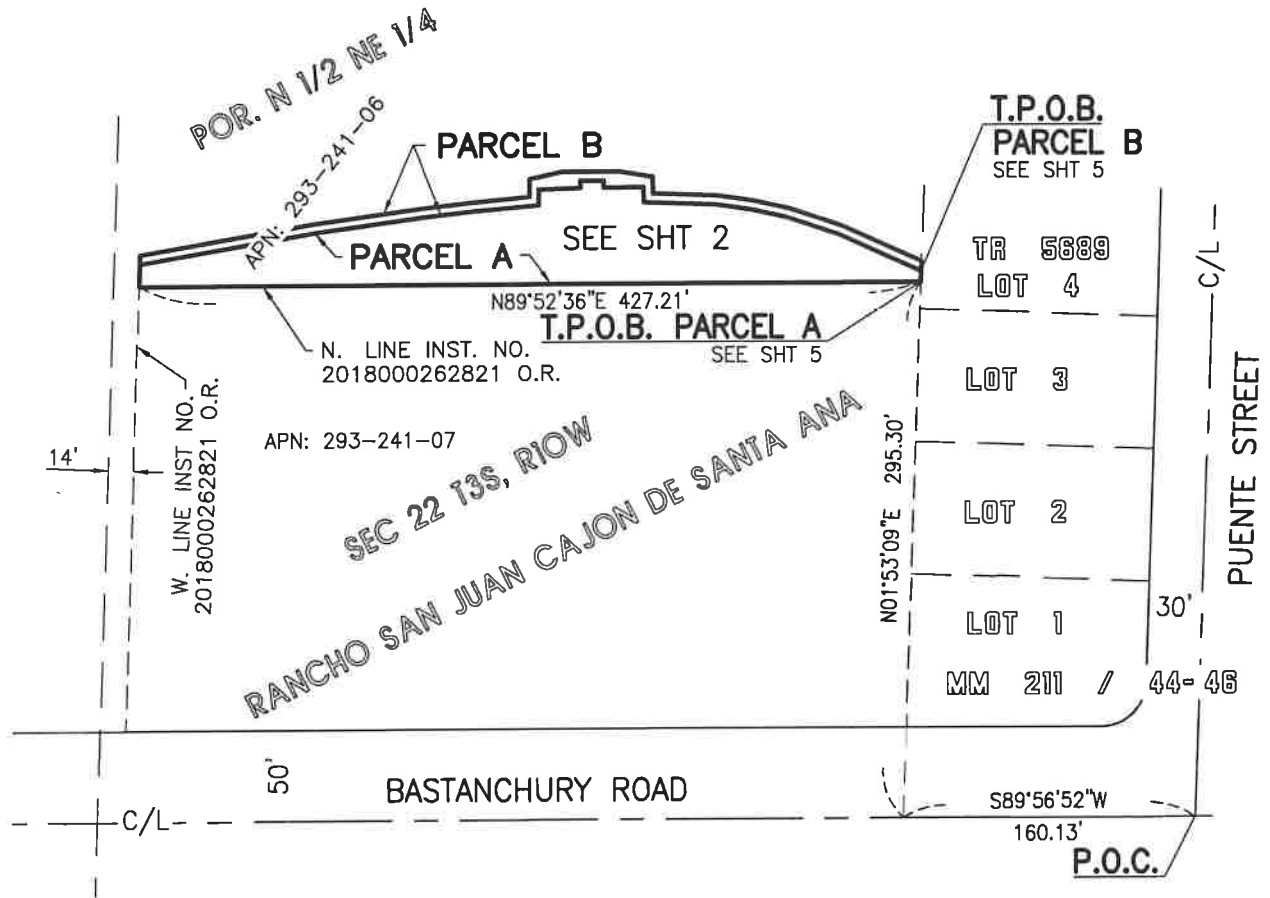
DATE

SCALE: 1" = 100'

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 4 OF 6



	6 ORCHARD, SUITE 200
	LAKE FOREST, CA 92630
	T. 949.916.3800
	F. 949.916.3805
LAND PLANNING & SURVEYING	WWW.CVC-INC.NET

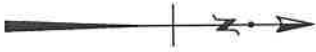
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SCALE: 1" = 60'

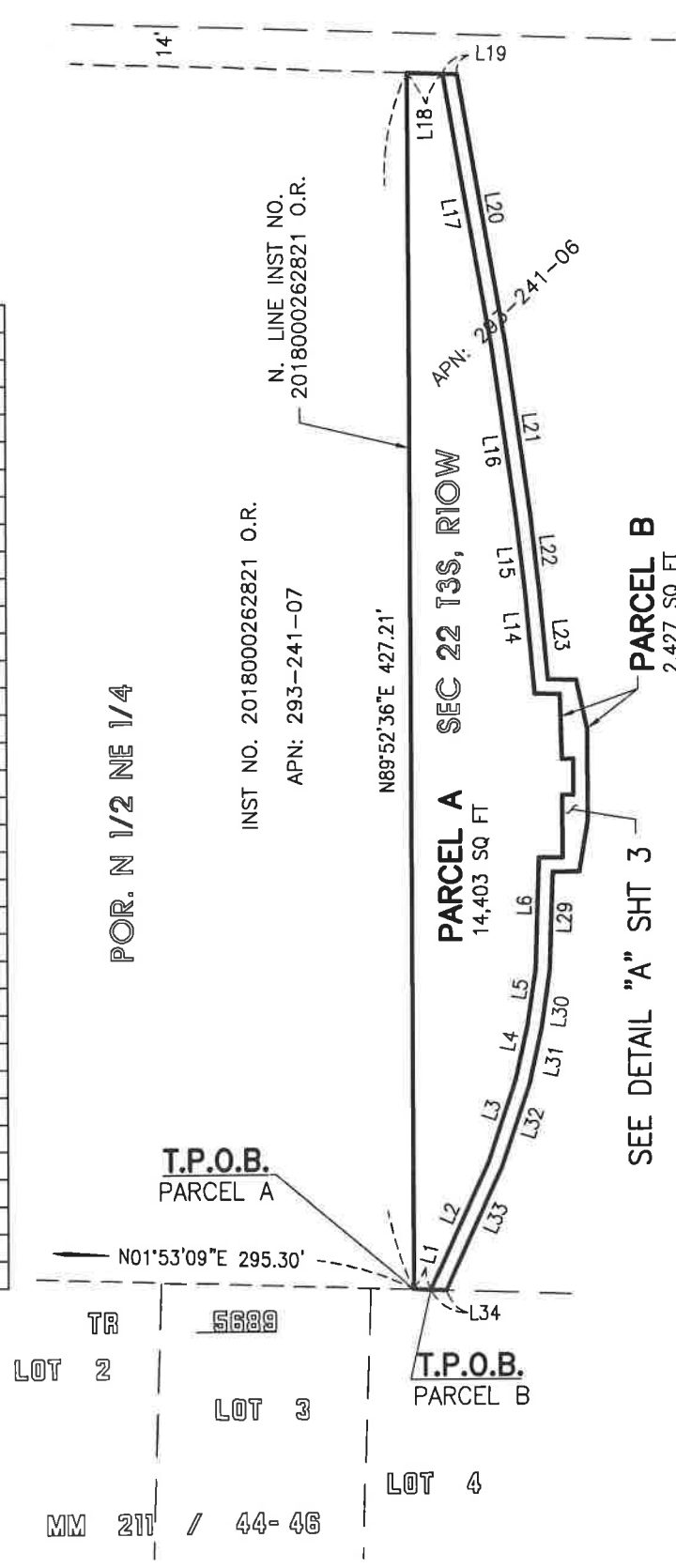
EXHIBIT "C"

SHEET 5 OF 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°53'09"E	5.94'
L2	N65°35'18"W	49.27'
L3	N71°46'45"W	30.32'
L4	N77°43'46"W	19.68'
L5	N81°50'07"W	20.05'
L6	N88°12'52"W	38.99'
L7	N00°26'54"W	8.34'
L8	S89°38'59"W	21.97'
L9	N00°04'15"W	3.90'
L10	S89°55'45"W	12.74'
L11	S01°52'37"E	3.94'
L12	S88°07'23"W	22.85'
L13	S00°37'36"W	8.65'
L14	S84°46'05"W	35.78'
L15	S83°28'28"W	27.67'
L16	S81°58'39"W	59.92'
L17	S80°06'26"W	96.69'
L18	S01°53'35"W	12.33'
L19	N01°53'35"E	5.41'
L20	N80°06'26"E	95.73'
L21	N81°58'39"E	60.06'
L22	N83°28'28"E	27.79'
L23	N84°46'05"E	31.32'
L24	N00°37'36"E	9.76'
L25	N77°12'49"E	18.04'
L26	N89°55'45"E	31.58'
L27	S80°42'48"E	18.38'
L28	S00°26'54"E	9.30'
L29	S88°12'52"E	34.46'
L30	S81°50'07"E	20.50'
L31	S77°43'46"E	20.12'
L32	S71°46'45"E	30.85'
L33	S65°35'18"E	47.47'
L34	S01°53'09"W	5.41'



RANCHO SAN JUAN CAJON DE SANTA ANA

SCALE: AS SHOWN

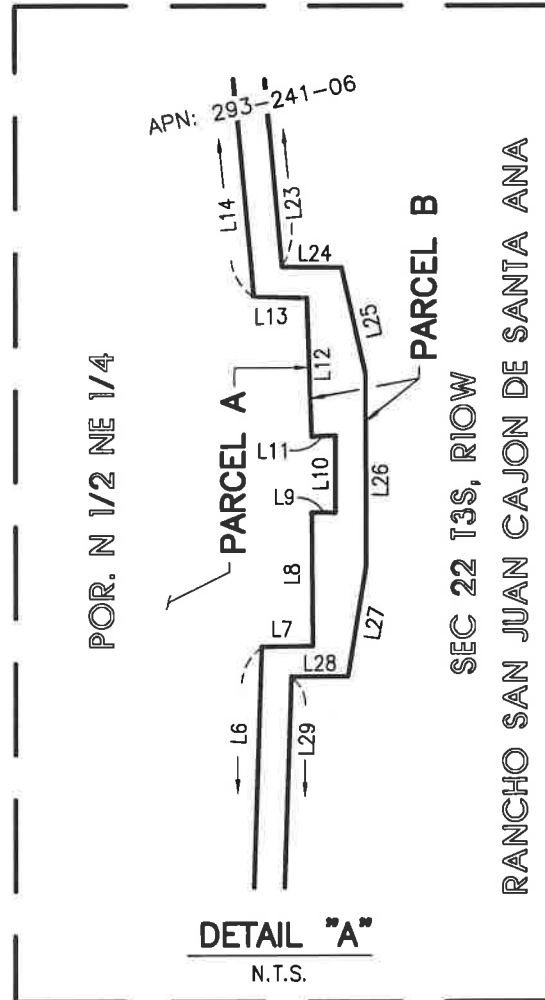
EXHIBIT "C"

SHEET 6 OF 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L6	N88°12'52"W	38.99'
L7	N00°26'54"W	8.34'
L8	S89°38'59"W	21.97'
L9	N00°04'15"W	3.90'
L10	S89°55'45"W	12.74'
L11	S01°52'37"E	3.94'
L12	S88°07'23"W	22.85'
L13	S00°37'36"W	8.65'
L14	S84°46'05"W	35.78'
L23	N84°46'05"E	31.32'
L24	N00°37'36"E	9.76'
L25	N77°12'49"E	18.04'
L26	N89°55'45"E	31.58'
L27	S80°42'48"E	18.38'
L28	S00°26'54"E	9.30'
L29	S88°12'52"E	34.46'

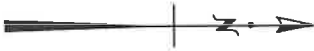


SCALE: 1" = 60'

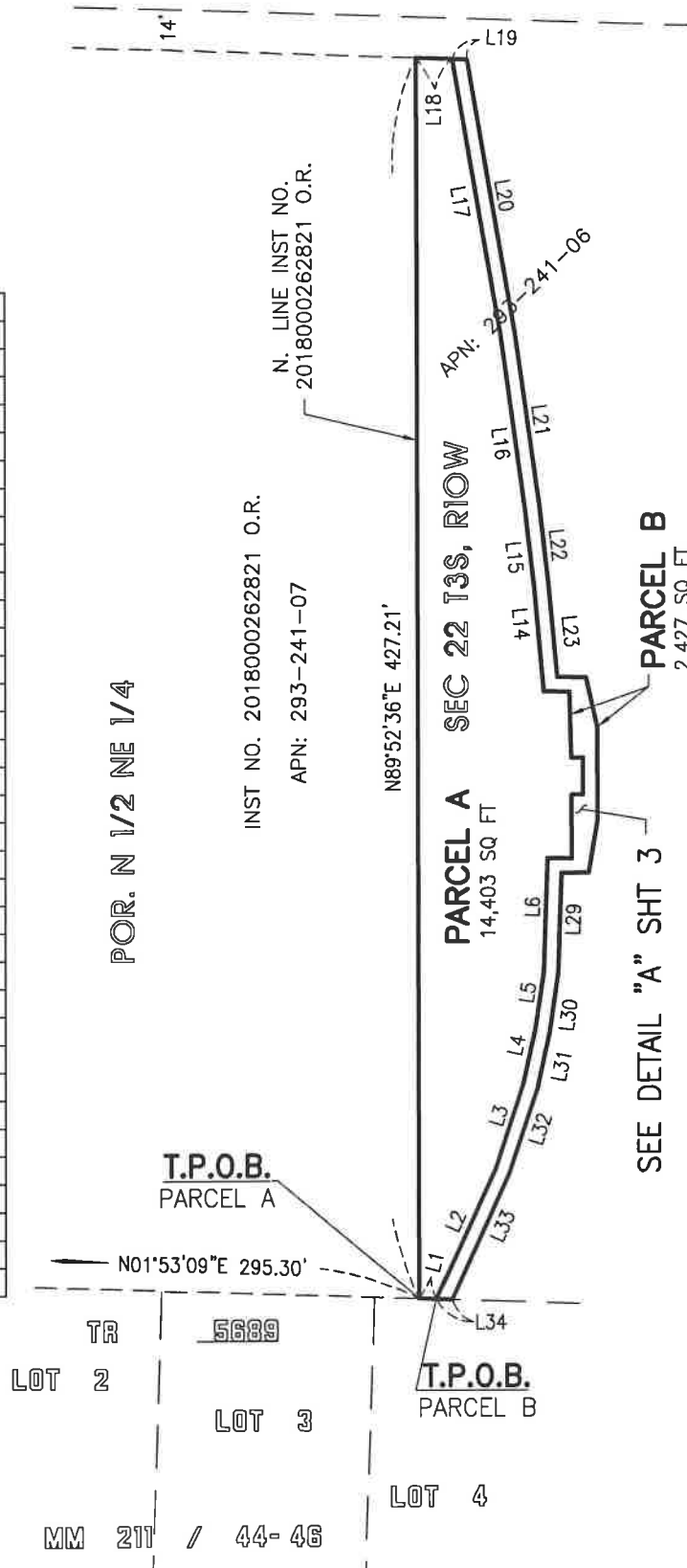
EXHIBIT "C"

SHEET 5 OF 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°53'09"E	5.94'
L2	N65°35'18"W	49.27'
L3	N71°46'45"W	30.32'
L4	N77°43'46"W	19.68'
L5	N81°50'07"W	20.05'
L6	N88°12'52"W	38.99'
L7	N00°26'54"W	8.34'
L8	S89°38'59"W	21.97'
L9	N00°04'15"W	3.90'
L10	S89°55'45"W	12.74'
L11	S01°52'37"E	3.94'
L12	S88°07'23"W	22.85'
L13	S00°37'36"W	8.65'
L14	S84°46'05"W	35.78'
L15	S83°28'28"W	27.67'
L16	S81°58'39"W	59.92'
L17	S80°06'26"W	96.69'
L18	S01°53'35"W	12.33'
L19	N01°53'35"E	5.41'
L20	N80°06'26"E	95.73'
L21	N81°58'39"E	60.06'
L22	N83°28'28"E	27.79'
L23	N84°46'05"E	31.32'
L24	N00°37'36"E	9.76'
L25	N77°12'49"E	18.04'
L26	N89°55'45"E	31.58'
L27	S80°42'48"E	18.38'
L28	S00°26'54"E	9.30'
L29	S88°12'52"E	34.46'
L30	S81°50'07"E	20.50'
L31	S77°43'46"E	20.12'
L32	S71°46'45"E	30.85'
L33	S65°35'18"E	47.47'
L34	S01°53'09"W	5.41'



SCALE: AS SHOWN

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 6 OF 6



LINE TABLE		
LINE	BEARING	LENGTH
L6	N88°12'52"W	38.99'
L7	N00°26'54"W	8.34'
L8	S89°38'59"W	21.97'
L9	N00°04'15"W	3.90'
L10	S89°55'45"W	12.74'
L11	S01°52'37"E	3.94'
L12	S88°07'23"W	22.85'
L13	S00°37'36"W	8.65'
L14	S84°46'05"W	35.78'
L23	N84°46'05"E	31.32'
L24	N00°37'36"E	9.76'
L25	N77°12'49"E	18.04'
L26	N89°55'45"E	31.58'
L27	S80°42'48"E	18.38'
L28	S00°26'54"E	9.30'
L29	S88°12'52"E	34.46'

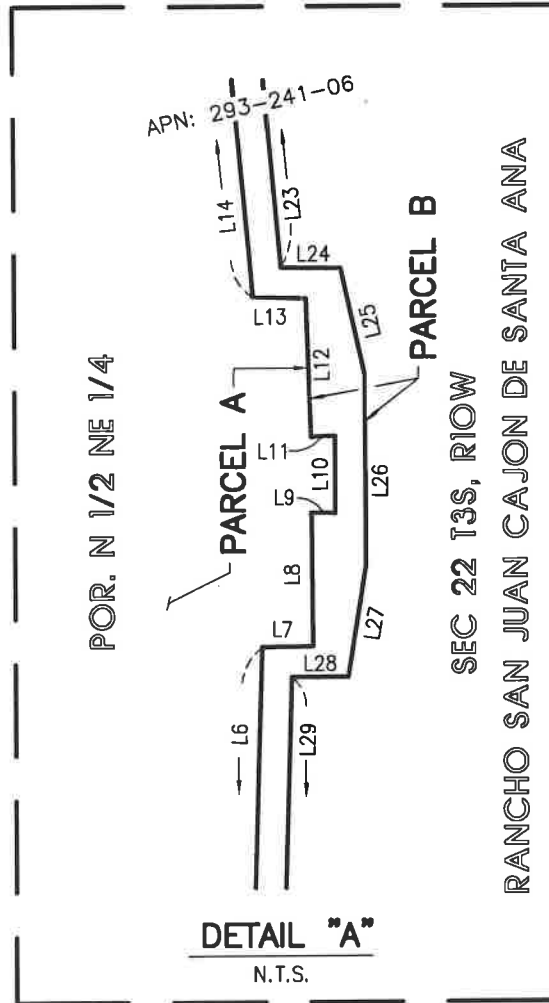


EXHIBIT "C"

EASEMENT AGREEMENT FOR CONSTRUCTION OF PARK FACILITIES

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Brandywine Acquisition Group, LLC
Attn: Mr. Brian Geis
16580 Aston
Irvine, CA 92606

Space above for Recorder's Use Only

EASEMENT AGREEMENT
FOR CONSTRUCTION OF PARK FACILITIES

THIS EASEMENT AGREEMENT FOR CONSTRUCTION OF PARK FACILITIES (this “Easement Agreement”) is made by and between BRANDYWINE ACQUISITION GROUP, LLC, a California limited liability company (“*Developer*”), and FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY (“*School District*”).

RECITALS

A. Developer is the fee title owner of certain real property located in the City of Fullerton, County of Orange, State of California, as more particularly described on Exhibit “A” attached hereto (the “Developer Property”).

B. School District is the owner of certain real property located adjacent to the Developer Property, as more particularly described on Exhibit “B” attached hereto (the “School Property”).

C. Developer intends to construct and install landscaping, an irrigation system (with underground water pipes), a walkway and ramp, tubular steel fencing, block wall, pedestrian access gate, a storm drain inlet and underground drainage pipe to serve the Developer Property and the School Property (collectively, the “Park Facilities”), which Park Facilities shall extend from the Developer Property into a portion of the School Property, the location of which is approximately described and illustrated on Exhibit “C” attached hereto (the “Park Easement Area”). Subject to the terms, conditions and covenants set forth herein, Developer and School District desire to create and establish, in favor of the Developer Property, a nonexclusive easement over the Park Easement Area for the purposes of permitting construction activities (collectively, the “Infrastructure Work”), for access and subsequent use of the Park Facilities by the owners and residents of homes to be constructed on the Developer Property, and for the future operation and maintenance of the Park Facilities by an incorporated homeowners’ association.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and School District hereby agree as follows:

1. GRANT OF DEVELOPER EASEMENTS BY SCHOOL DISTRICT. Upon and subject to the conditions, restrictions and reservations set forth herein, School District hereby grants to Developer, and its respective successors and assigns, the following easements appurtenant to the Developer Property (collectively, the "Developer Easements"):

1.1 Construction Easement. A temporary nonexclusive easement and right-of-way (the "Construction Easement") on, over, under and across the Park Easement Area for the purpose of (a) temporarily excavating, displacing, stockpiling and surcharging soil and other construction activities as are reasonably necessary in order to complete the Infrastructure Work, (b) temporarily staging equipment, materials and supplies reasonably necessary to complete the Infrastructure Work, and (c) removing or restoring soil upon completion of the Infrastructure Work. The foregoing easement shall further include the right to bring upon the Park Easement Area such machinery, equipment, materials and supplies as may be reasonably required for completion of the Infrastructure Work.

1.2 Developer Easements. It is understood and agreed that the Developer Easements do not constitute a conveyance of a fee interest in School Property or of the minerals therein and thereunder but grants only the limited easements as provided in Paragraph 1.1 above. With respect to any pedestrian/access gate that is constructed by Developer in the Park Easement Area, School District may permanently lock the pedestrian/access gate if, in School District's sole discretion, it determines such action is necessary. The Developer Easements granted herein are on an "AS-IS" basis and School District makes no representation or warranty of any kind, express or implied, regarding the condition of the School Property or the Park Easement Area, the suitability of the Park Easement Area for Developer's intended use or as to any matter.

1.3 Termination. Upon Developer's default hereunder, School District may deliver to Developer a written notice of default, stating with specificity the nature of Developer's default. If Developer has not cured the default within thirty (30) days after receipt of the notice of default, or, in the event it is reasonably agreed between the parties that it is not feasible to cure the breach within thirty (30) days and efforts to provide such cure are not commenced within thirty (30) days of such notice and thereafter continuously and diligently pursued, School District may terminate the Developer Easements effective immediately upon receipt by Developer of School District's written notice of termination.

2. NO ACCESS EASEMENT OVER DEVELOPER PROPERTY. The parties acknowledge that the Park Facilities installed by Developer include a pedestrian gate that will provide access from the School Property to the Park Easement Area. The parties also acknowledge that Developer's development plan for the Developer Property presently includes the installation of controlled access facilities, including without limitation a vehicular access gate at the entrance to the Developer Property from East Bastanchury Road for the purpose of restricting access to the Developer Property by members of the general public. This Easement Agreement is not intended to provide, and shall not be interpreted as a grant of, any right of pedestrian access over the Developer Property from the School Property.

3. TERM OF EASEMENTS. The rights to exercise the Construction Easement granted herein shall commence upon the recordation of this Easement Agreement and shall terminate,

without need of further notice, upon the date which construction is completed with respect to all Infrastructure Work associated with the installation and construction of the Park Facilities. Developer shall provide School District with written notice of completion of the Infrastructure Work.

4. CONDITIONS AND COVENANTS WITH RESPECT TO EASEMENTS. The rights conferred by the Developer Easements and Drainage Easement (hereinafter referred to collectively as the "Easements") are subject to the performance and satisfaction of the following conditions and covenants:

4.1 Commencement of Work. Prior to commencing any Infrastructure Work within the Park Easement Area, Developer shall provide School District with not less than five (5) business days' advance written notice of its intention to exercise its rights under the Construction Easement and commence Infrastructure Work on School Property (the "Pre-Construction Notice"), together with a work plan describing the timing and scope of the excavation, surcharging, stockpiling, staging and other construction activities, and the approximate location of material and equipment storage relating thereto. Following receipt of the Pre-Construction Notice, School District may request, and upon request shall have a right to receive, copies of all plans, specifications and permits and any conditions approved by the City of Fullerton (or other applicable governmental authority) with respect to the subject improvements.

4.2 Performance of Infrastructure Work. All Infrastructure Work in the Park Easement Area shall be performed with due diligence and care so as to prevent unreasonable disruption of activities of School District, and to minimize any disturbance of or impact of contractors, licensees, lessees, invitees and employees thereupon. During the term of the Construction Easement, Developer shall implement such measures (including without limitation, such fencing and access barriers) as may be reasonably prudent or appropriate to ensure the safety of all persons and property in and around the area where Infrastructure Work is being performed. These measures shall include all those required by local, state, and federal planning and environmental compliance officials including, but not be limited to, the following:

4.2.1 Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed Infrastructure Work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.

4.2.2 Locations of any buildings or structures on the property where the Infrastructure Work is to be performed and the locations of any buildings or structures on land of adjacent owners that are within 15 feet of the property or that may be affected by the proposed grading operations.

4.2.3 Recommendations included in the required soils engineering and geology report(s) that shall be incorporated in the grading plans and specifications of the Infrastructure Work.

4.2.4 A drainage plan with respect to finished site grade and locations of proposed Infrastructure Work that may affect drainage.

4.2.5 If the proposed slope is 20' or more in height, details for landscaping and irrigation must be submitted for review.

4.3 Flood Hazard and Storm Water. The proposed Infrastructure Work must be free of flood hazard. If subject to inundation, overflow, or erosion, provisions must be made to eliminate the hazard. Plans must show all mitigative measures to proposed Infrastructure Work and hydrology/ hydraulic calculations justifying the design must be provided. Provisions for storm water flows to prevent erosion and sediment transport onto adjacent properties and, if required per NPDES, provision of permanent devices to treat stormwater flows and urban runoff.

4.4 State Requirements. As applicable, review and approval by the Division of the State Architect, State of California.

4.5 Safety and Security. Developer and its contractor(s) and employees shall abide by any reasonable safety and security requirements reasonably requested by School District, including but not limited to constructing physical barriers between contractors and students. Developer shall use the Construction Easement, and conduct all activities within the Park Easement Area, in accordance and compliance with all laws, regulations and requirements of all governmental bodies and authorities, whether federal, state or local.

4.6 Maintenance of Park Facilities. Developer shall maintain, or cause to be maintained, the Park Facilities in good condition and repair and shall cause the costs of such maintenance to be included in the homeowners' association budget to be supplied to the California Department of Real Estate in connection with the application for a final subdivision public report authorizing new home sales within the Developer Property.

4.7 Repair and Restoration. Upon completing the Infrastructure Work, Developer shall repair and restore any portion of the School Property affected by such work (outside of the Park Easement Area) to the same or better condition as existed prior to entry of Developer thereon (to the extent reasonably practicable), at Developer's sole cost and expense.

5. MECHANICS LIENS; INDEMNITY AND INSURANCE

5.1 Mechanics' Liens. Developer shall keep the School Property free and clear of any mechanics' liens or materialmen's liens arising out of the Infrastructure Work. In the event any such liens are recorded against the School Property, School District shall notify Developer thereof, whereupon Developer shall immediately post such mechanics' lien release bonds as may be necessary to cause such liens to be released as an encumbrance against such property. If Developer has a bona fide dispute with a contractor or subcontractor under any contract relating to the Infrastructure Work, Developer shall have the right to pursue such dispute provided it has posted the mechanics' lien release bond as provided above.

5.2 Indemnity. Developer shall protect, defend, indemnify, and save harmless the School District and its trustees, officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Developer's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Easement Agreement, to the maximum extent permitted by law. Developer's obligations under this Section of this Easement Agreement shall include, but not be limited to:

5.2.1 The duty to promptly accept tender of defense and provide defense to School District at Developer's own expense.

5.2.2 The duty to indemnify and defend School District from any claim, demand, and/or cause of action brought by or on behalf of any of Developer's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of Developer's immunity under California's industrial insurance act as respects the School District only, with a full and complete indemnity and defense of claims made by Developer's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

5.2.3 To the maximum extent permitted by law, Developer shall indemnify and defend School District from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the construction of the Infrastructure Work or which shall occur to any person or persons or property whatsoever arising out of this Easement Agreement, whether or not such injury or damage is caused by negligence of the Developer or caused by the inherent nature of the construction of the Infrastructure Work.

5.2.4 In the event the School District incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such reasonable fees, expenses, and costs shall be recoverable from the Developer.

5.2.5 Notwithstanding the provisions contained in this Section above, Developer's obligation to indemnify School District shall not extend to any claim, demand or cause of action arising or in connection with the gross negligence, intentional acts, or breach of this Easement Agreement by School District or its agents or employees.

5.3 Insurance. During the pre-construction and course of construction term of this Easement Agreement, Developer shall procure and maintain, at a minimum, the following insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Developer, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be paid by the Developer or its subcontractor. Coverage shall be at least as broad as:

5.3.1 Pre-Construction Insurance Minimum Requirements:

(a) Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate, for Bodily Injury, Personal and Advertising Injury, and Property Damage, including Blanket Contractual Liability, Products Liability, and Completed Operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage should be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93) or

Insurance Services Office Form (CG 00 09 11 88 Owners and Contractor's Protective Liability Coverage Form - Coverage for Operations of Designated Contractor).

- (b) Insurance to be primary and non-contributory.
- (c) 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- (d) District, its trustees, officers, employees, and agents to be named as "Additional Insured" by separate endorsement.
- (e) Coverage shall not exclude the perils of explosion, collapse, or underground (XCU) or sudden and accidental pollution.
- (f) Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

5.3.2 Course of Construction Insurance Minimum Requirements:

(a) Commercial General Liability - \$2,000,000 per occurrence, \$2,000,000 aggregate (per project). For Bodily Injury, Personal and Advertising Injury, and Property Damage, including Blanket Contractual Liability, Products Liability, and Completed Operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage should be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractor's Protective Liability Coverage Form - Coverage for Operations of Designated Contractor). (i) Contractor's insurance to be primary and non-contributory; (ii) 30-day notice of intent to cancel, non-renew, or make material change in coverage; (iii) District, its trustees, officers, employees, and agents to be named as "Additional Insured" by separate endorsement; (iv) Coverage shall not exclude the perils of explosion, collapse, or underground (XCU) or sudden and accidental pollution; (v) Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

(b) Commercial Automobile Liability - \$1,000,000 per accident for Bodily Injury and Property Damage. (i) Coverage to include "Owned, Non-Owned, and Hired" automobiles ("Any Autos"); (ii) 30-day notice of intent to cancel, non-renew, or make material change in coverage; (iii) Coverage should be at least as broad as Insurance Services Office Form Number CA 00 01 06 92 covering Automobile Liability, Symbol 1 ("Any Autos").

(c) Workers' Compensation/Employers Liability: (i) Certificate of Insurance indicating "statutory" limits, as required by the State of California; (ii) Employer's Liability - \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate; (iii) 30-day notice of intent to cancel, non-renew, or make material change in coverage.

(d) Builder's Risk Insurance - Insurance Services Office form number (CP 0002 Ed. 10-90) Builders All Risk Coverage Form covering all work to be done on the Property for the full 100% replacement cost of all such improvements. Coverage shall be provided for: (i) resultant damage from errors in design, plans, specifications, faulty workmanship, materials and construction; (ii) "extra expense"; (iii) all materials to be stored offsite and while in transit to

the jobsite; (iv) the increased cost of construction, debris removal and demolition due to the operation of building laws and code upgrades; and (v) direct physical damage to the Infrastructure Work and loss of use caused by an off premises power interruption. The policy shall include a waiver of subrogation provision. The Builder's Risk Policy shall include Developer, General Contractor and its subcontractors, other Contractors, and School District as insureds in an amount equal to their interest with a loss payable clause.

5.3.4 Professional Liability - \$2,000,000 per occurrence, \$2,000,000 aggregate - Errors & Omissions/Professional Liability.

- (a) Required only for design/build.
- (b) 30-day notice of intent to cancel, non-renew or make material change in coverage.
- (c) Executed Indemnity and Hold Harmless Agreement or similar provision should be included in the Service Contract.

NOTE: Indemnity Agreement for architects, engineers and landscape design is Type III only (California Civil Code 2782.8).

Sample Type III Indemnity Provision. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District its officials, officers, directors, employees, agents and volunteers from all liability arising out of, pertaining to or relating to, the negligence, acts, omissions, or willful misconduct of Consultant. Consultant's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- (e) "Additional Insured" is not required.

5.3.5 Pollution Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate

(a) For projects in which the Contractor is engaged in the cleanup, removal, storage, disposal, reuse, and/or recycling of pollutants from a project site. If the Contractor is a specialist in this area, then Professional Liability specific to the environmental services is also required.

(b) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. With respect to General Liability,

(c) Errors & Omissions, Contractor's Pollution Liability and/or Asbestos Pollution Liability, claims-made coverage should be maintained for a minimum of three (3) years after contract completion or be purchased with a minimum, prepaid three-year extended reporting period.

5.3.6 Other Insurance Provisions. The insurance policies required by this Agreement are to contain or be endorsed to contain the following provisions where applicable:

(a) Liability Policies: (i) School District, its directors, officers, agents, employees, and invitees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Developer in connection with this Easement Agreement on a form equivalent in coverage scope to an ISO CG 20 10 11 85; (ii) Developer's insurance coverage shall be primary insurance as respects School District, its directors, officers, agents, employees, and invitees. Any insurance and/or self-insurance maintained by School District, its directors, officers, agents, employees, and invitees shall not contribute with Developer's insurance or benefit Developer in any way; (iii) Developer's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability; (iv) General Liability and/or Professional Liability coverages are to be written on a claims-made form; (v) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; (vi) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work; (vii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of three (3) years after completion of contract work.

(b) All Policies. Coverage shall not be canceled until after thirty (30) days' (10 days' for non-payment) prior written notice has been given to School District.

(c) Acceptability of Insurers. (i) Unless otherwise approved by School District, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VIII; (ii) If, at any time, any of the foregoing policies shall fail to meet the above minimum standards, Developer shall, upon notice to that effect from School District, promptly obtain a new policy, and shall submit the same to School District, with certificates and endorsements, for approval.

(d) Verification of Coverage. Developer shall furnish School District with certificates of insurance and endorsements required by this Easement Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer. The certificates are to be on standard insurance industry Accord form 25-S with required endorsements attached and are to be received and approved by School District prior to the commencement of activities associated with this Easement Agreement. School District reserves the right to require Developer to deliver complete certified copies of all required policies at any time.

(e) Subcontractors. Developer shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Easement Agreement shall be subject to all of the requirements stated herein.

5.3.7 For All Coverages.

(a) Each insurance policy shall be written on an "occurrence" form.

(b) By requiring such minimum insurance, School District shall not be deemed to, or construed to, have assessed the risks that may be applicable to Developer associated with this Easement Agreement. Developer shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

(c) Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Easement Agreement.

(d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by School District. The deductible and/or self-insured retention of the policies shall be the sole responsibility of Developer.

6. MISCELLANEOUS

6.1 Notice. Any notices or other communications to be given or other documents to be delivered by any party to the other or others hereunder, shall be delivered (a) in person to an officer of any party, (b) delivered by nationally reputable courier guaranteeing overnight delivery, charges prepaid, or (c) by electronic mail; provided, however, that any notice sent by electronic mail shall concurrently be delivered by the method described in subclause (b) hereof. All notices and communications should be addressed to the party for whom intended at the address last provided by the parties.

FULLERTON SCHOOL DISTRICT

1401 W. Valencia Drive

Fullerton, CA 92833

Attention: Director of Facilities, M & O

BRANDYWINE ACQUISITIONS, LLC

16580 Aston

Irvine, CA 92606

Attention : Brian Geis, Project Manager

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be used by the other party for notice purposes. Any notice or document sent by overnight courier service shall be deemed delivered twenty-four (24) hours after delivery of the same, charges prepaid, to such courier. Any notice served by personal service shall be effective only upon actual receipt thereof (or attempted delivery if delivery is refused). Any notice sent by electronic mail shall be deemed given on the date sent (as evidenced by the sender's "sent mail" mailbox and by the absence of the receipt of a delivery failure message) if sent prior to 5:00 p.m. pacific time on a business day and, otherwise, on the next succeeding business day.

6.2 Runs with the Land. Subject to the termination of this Easement Agreement, as described herein, the provisions of this Easement Agreement shall run with the School Property and the Developer Property, shall be binding upon all persons having or acquiring any interest therein or any part thereof, shall inure to the benefit of and burden the School Property and the Developer Property, and may be enforced by the owners of the School Property and the Developer

Property, and their successive owners and assigns in accordance with California Civil Code Section 1468.

6.3 Successors and Assigns. This Easement Agreement, including, without limitation, the easements granted and the covenants made herein, shall be binding on and shall inure to the benefit of the parties hereto, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, and all other persons acquiring title to the School Property or the Developer Property. All references herein to "School District" shall also refer to such successors and assigns. References herein to "Developer" shall refer only to those successors and assigns of title to the Developer Property that are expressly conveyed the rights and obligations of Developer set forth herein including the homeowners' association formed to operate and maintain the Developer Property.

6.4 Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Easement Agreement and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Easement Agreement is hereby incorporated into this document as if set forth in full herein.

6.5 Interpretation; Governing Law. This Easement Agreement shall be construed as if prepared by both parties hereto. This Easement Agreement shall be governed by and construed under the laws of the State of California, with venue in Orange County.

6.6 Attorneys' Fees. In the event of any controversy, claim or dispute arising out of or relating to this Easement Agreement or any breach thereof, each party shall be responsible for its own attorney's fees and costs.

6.7 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Easement Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Easement Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

6.8 Gender and Number. In this Easement Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

6.9 Injunctive Relief. In the event of any violation or threatened violation of this Easement Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

6.10 Further Actions. The parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Easement Agreement.

6.11 Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but when taken together shall constitute one and the same instrument.

6.12 Time of the Essence. Time is of the essence in this Easement Agreement and each of the provisions hereof.

A duly authorized representative of each of the parties has executed this Easement Agreement as of _____, 2020, to be effective upon its recordation in the Office of the Orange County Recorder.

[Signatures on Following Page]

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

SCHOOL DISTRICT:
FULLERTON SCHOOL DISTRICT OF ORANGE
COUNTY

By: _____

Name: _____

Title: _____

DEVELOPER:
BRANDYWINE ACQUISITION GROUP, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

[Notary Acknowledgements on Following Page]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "D"

EASEMENT AGREEMENT FOR MAINTENANCE AND USE OF PARK FACILITIES

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Brandywine Acquisition Group, LLC
Attn: Mr. Brian Geis
16580 Aston
Irvine, CA 92606

Space above for Recorder's Use Only

EASEMENT AGREEMENT
FOR MAINTENANCE AND USE OF PARK FACILITIES

THIS EASEMENT AGREEMENT FOR MAINTENANCE AND USE OF PARK FACILITIES (this “Easement Agreement”) is made by and between BRANDYWINE ACQUISITION GROUP, LLC, a California limited liability company (“*Declarant*”), and FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY (“*School District*”).

RECITALS

A. Declarant is the fee title owner of certain real property located in the City of Fullerton, County of Orange, State of California, as more particularly described on Exhibit “A” attached hereto (the “Declarant Property”).

B. School District is the owner of certain real property located adjacent to the Declarant Property, as more particularly described on Exhibit “B” attached hereto (the “School Property”).

C. Declarant has constructed and installed landscaping, an irrigation system (with underground water pipes), a walkway and ramp, tubular steel fencing, block wall, pedestrian access gate, a storm drain inlet and underground drainage pipe to serve the Declarant Property and the School Property (collectively, the “Park Facilities”), which Park Facilities shall extend from the Declarant Property into a portion of the School Property, the location of which is approximately described and illustrated on Exhibit “C” attached hereto (the “Park Easement Area”). Subject to the terms, conditions and covenants set forth herein, Declarant and School District desire to create and establish, in favor of the Declarant Property, a nonexclusive easement over the Park Easement Area for access and subsequent use of the Park Facilities by the owners and residents of homes to be constructed on the Declarant Property, and for the future operation and maintenance of the Park Facilities by an incorporated homeowners’ association.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and School District hereby agree as follows:

1. GRANT OF EASEMENTS BY SCHOOL DISTRICT. Upon and subject to the conditions, restrictions and reservations set forth herein, School District hereby grants to Declarant, and its respective successors and assigns, a perpetual nonexclusive easement on, over, under and across the Park Easement Area for use, operation, maintenance, repair and replacement of the Park Facilities (the "Park Easement"). The Park Easement is intended to run to the benefit of the homeowners' association formed to operate and manage the residential development to be located on the Declarant Property and shall be assigned thereto upon turnover of the Improvements from Declarant to the Homeowners Association.

1.1 Limitations of Park Easement. It is understood and agreed that the Easements do not constitute a conveyance of a fee interest in School Property or of the minerals therein and thereunder but grants only the limited easements as provided in Paragraph 1.1 above. With respect to any pedestrian/access gate that is constructed by Declarant in the Park Easement Area, School District may permanently lock the pedestrian/access gate if, in School District's sole discretion, it determines such action is necessary. The Declarant Easements granted herein are on an "AS-IS" basis and School District makes no representation or warranty of any kind, express or implied, regarding the condition of the School Property or the Park Easement Area, the suitability of the Park Easement Area for Declarant's intended use or as to any matter.

1.2 Termination. Upon Declarant's default hereunder, School District may deliver to Declarant a written notice of default, stating with specificity the nature of Declarant's default. If Declarant has not cured the default within thirty (30) days after receipt of the notice of default, or, in the event it is reasonably agreed between the parties that it is not feasible to cure the breach within thirty (30) days and efforts to provide such cure are not commenced within thirty (30) days of such notice and thereafter continuously and diligently pursued, School District may terminate the Declarant Easements effective immediately upon receipt by Declarant of School District's written notice of termination.

2. GRANT OF DRAINAGE EASEMENT BY DECLARANT. Upon and subject to the conditions, restrictions and reservations set forth herein, Declarant hereby grants to School District, and its respective successors and assigns, a nonexclusive easement on, under and across the Declarant Property as reasonably necessary for discharge of storm water drainage that is collected from the Declarant installed inlet and storm drain pipe located within the Park Easement Area to the public storm drain system located within East Bastanchury Road (the "Drainage Easement").

3. NO ACCESS EASEMENT OVER DECLARANT PROPERTY. The parties acknowledge that the Park Facilities installed by Declarant include a pedestrian gate that will provide access from the School Property to the Park Easement Area. The parties also acknowledge that Declarant's development plan for the Declarant Property presently includes the installation of controlled access facilities, including without limitation a vehicular access gate at the entrance to the Declarant Property from East Bastanchury Road for the purpose of restricting access to the Declarant Property by members of the general public. This Easement Agreement is not intended to provide, and shall not be interpreted as a grant of, any right of pedestrian access over the Declarant Property from the School Property.

4. TERM OF EASEMENTS.

4.1 Park Easement. The Park Easement shall commence upon the recordation of this Easement Agreement and shall continue in effect in perpetuity unless terminated by mutual agreement of the parties hereto, or their successors or assigns.

4.2 Drainage Easement. The Drainage Easement shall commence upon the completion of the Park Facilities and shall continue in effect in perpetuity unless terminated by mutual agreement of the parties hereto, or their successors or assigns.

5. CONDITIONS AND COVENANTS WITH RESPECT TO EASEMENTS. The rights conferred by the Declarant Easements and Drainage Easement (hereinafter referred to collectively as the "Easements") are subject to the performance and satisfaction of the following conditions and covenants:

5.1 Commencement of Maintenance Work. Prior to commencing any Maintenance Work within the Park Easement Area, Declarant or Homeowners Association shall provide School District with not less than five (5) business days' advance written notice of its intention to exercise its rights under the Construction Easement and commence Infrastructure Work on School Property (the "Pre-Construction Notice"), together with a work plan describing the timing and scope of the maintenance activities, and the approximate location of material and equipment storage relating thereto. Following receipt of the Pre-Construction Notice, School District may request, and upon request shall have a right to receive, copies of all plans, specifications and permits and any conditions approved by the City of Fullerton (or other applicable governmental authority) with respect to the subject improvements.

5.2 Performance of Maintenance Work. All Maintenance Work in the Park Easement Area shall be performed with due diligence and care so as to prevent unreasonable disruption of activities of School District, and to minimize any disturbance of or impact of contractors, licensees, lessees, invitees and employees thereupon. During the performance of the Maintenance Work, Declarant or Homeowners Association shall implement such measures (including without limitation, such fencing and access barriers) as may be reasonably prudent or appropriate to ensure the safety of all persons and property in and around the area where Infrastructure Work is being performed. These measures shall include all those required by local, state, and federal planning and environmental compliance officials including, but not be limited to, the following:

5.3 Storm Water. Provisions for storm water flows to prevent erosion and sediment transport onto adjacent properties and, if required per NPDES, provision of permanent devices to treat stormwater flows and urban runoff.

5.4 State Requirements. As applicable, review and approval by the Division of the State Architect, State of California.

5.5 Safety and Security. Declarant or Homeowners Association and its contractor(s) and employees shall abide by any reasonable safety and security requirements reasonably requested by School District, including but not limited to constructing physical barriers between contractors and students. Declarant shall use the Construction Easement, and conduct all activities within the Park Easement Area, in accordance and compliance with all laws, regulations and requirements of all governmental bodies and authorities, whether federal, state or local.

5.6 Maintenance of Park Facilities. Declarant or Homeowners Association shall maintain, or cause to be maintained, the Park Facilities in good condition and repair and shall cause

the costs of such maintenance to be included in the homeowners' association budget to be supplied to the California Department of Real Estate in connection with the application for a final subdivision public report authorizing new home sales within the Declarant Property.

5.7 Repair and Restoration. Upon completing the Maintenance Work, Declarant shall repair and restore any portion of the School Property affected by such work (outside of the Park Easement Area) to the same or better condition as existed prior to entry of Declarant thereon (to the extent reasonably practicable), at Declarant's sole cost and expense.

6. MECHANICS LIENS; INDEMNITY AND INSURANCE

6.1 Mechanics' Liens. Declarant shall keep the School Property free and clear of any mechanics' liens or materialmen's liens arising out of the Infrastructure Work. In the event any such liens are recorded against the School Property, School District shall notify Declarant thereof, whereupon Declarant shall immediately post such mechanics' lien release bonds as may be necessary to cause such liens to be released as an encumbrance against such property. If Declarant has a bona fide dispute with a contractor or subcontractor under any contract relating to the Infrastructure Work, Declarant shall have the right to pursue such dispute provided it has posted the mechanics' lien release bond as provided above.

6.2 Indemnity. Declarant or Homeowners Association shall protect, defend, indemnify, and save harmless the School District and its trustees, officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Declarant's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Easement Agreement, to the maximum extent permitted by law. Declarant's obligations under this Section of this Easement Agreement shall include, but not be limited to:

6.2.1 The duty to promptly accept tender of defense and provide defense to School District at Declarant's own expense.

6.2.2 The duty to indemnify and defend School District from any claim, demand, and/or cause of action brought by or on behalf of any of Declarant's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of Declarant's immunity under California's industrial insurance act as respects the School District only, with a full and complete indemnity and defense of claims made by Declarant's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

6.2.3 To the maximum extent permitted by law, Declarant shall indemnify and defend School District from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the construction of the Infrastructure Work or which shall occur to any person or persons or property whatsoever arising out of this Easement Agreement, whether or not such injury or damage is caused by negligence of the Declarant or caused by the inherent nature of the construction of the Infrastructure Work.

6.2.4 In the event the School District incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such reasonable fees, expenses, and costs shall be recoverable from the Declarant.

6.2.5 Notwithstanding the provisions contained in this Section above, Declarant's obligation to indemnify School District shall not extend to any claim, demand or cause of action

arising or in connection with the gross negligence, intentional acts, or breach of this Easement Agreement by School District or its agents or employees.

6.3 Insurance. During the term of this Easement Agreement, Declarant shall procure and maintain, at a minimum, the following insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of maintenance work hereunder by the Declarant, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be paid by the Declarant or its subcontractor. Coverage shall be at least as broad as:

6.3.1 Commercial General Liability. \$1,000,000 per occurrence, \$2,000,000 aggregate, for Bodily Injury, Personal and Advertising Injury, and Property Damage, including Blanket Contractual Liability, Products Liability, and Completed Operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage should be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractor's Protective Liability Coverage Form - Coverage for Operations of Designated Contractor). (i) Insurance to be primary and non-contributory; (ii) 30-day notice of intent to cancel, non-renew, or make material change in coverage; (iii) District, its trustees, officers, employees, and agents to be named as "Additional Insured" by separate endorsement; (iv) Coverage shall not exclude the perils of explosion, collapse, or underground (XCU) or sudden and accidental pollution.

6.3.2 Commercial Automobile Liability - \$1,000,000 per accident for Bodily Injury and Property Damage. (i) Coverage to include "Owned, Non-Owned, and Hired" automobiles ("Any Autos"); (ii) 30-day notice of intent to cancel, non-renew, or make material change in coverage; (iii) Coverage should be at least as broad as Insurance Services Office Form Number CA 00 01 06 92 covering Automobile Liability, Symbol 1 ("Any Autos").

6.3.3 Workers' Compensation/Employers Liability: (i) Certificate of Insurance indicating "statutory" limits, as required by the State of California; (ii) Employer's Liability - \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 coverage period aggregate; (iii) 30-day notice of intent to cancel, non-renew, or make material change in coverage.

6.3.4 Other Insurance Provisions. The insurance policies required by this Agreement are to contain or be endorsed to contain the following provisions where applicable:

(a) Liability Policies: (i) School District, its directors, officers, agents, employees, and invitees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Declarant in connection with this Easement Agreement on a form equivalent in coverage scope to an ISO CG 20 10 11 85 ; (ii) Declarant's insurance coverage shall be primary insurance as respects School District, its directors, officers, agents, employees, and invitees. Any insurance and/or self-insurance maintained by School District, its directors, officers, agents, employees, and invitees shall not contribute with Declarant's insurance or benefit Declarant in any way; (iii) Declarant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's

liability; (iv) General Liability and/or Professional Liability coverages are to be written on a claims-made form; (v) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; (vi) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work; (vii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of three (3) years after completion of contract work.

(b) All Policies. Coverage shall not be canceled until after thirty (30) days' (10 days for non-payment) prior written notice has been given to School District.

(c) Acceptability of Insurers. (i) Unless otherwise approved by School District, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VIII; (ii) If, at any time, any of the foregoing policies shall fail to meet the above minimum standards, Declarant shall, upon notice to that effect from School District, promptly obtain a new policy, and shall submit the same to School District, with certificates and endorsements, for approval.

(d) Verification of Coverage. Declarant shall furnish School District with certificates of insurance and endorsements required by this Easement Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer. The certificates are to be on standard insurance industry Accord form 25-S with required endorsements attached and are to be received and approved by School District prior to the commencement of activities associated with this Easement Agreement. School District reserves the right to require Declarant to deliver complete certified copies of all required policies at any time.

(e) Subcontractors. Declarant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Easement Agreement shall be subject to all of the requirements stated herein.

6.3.5 For All Coverages.

(a) Each insurance policy shall be written on an "occurrence" form.

(b) By requiring such minimum insurance, School District shall not be deemed to, or construed to, have assessed the risks that may be applicable to Declarant associated with this Easement Agreement. Declarant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

(c) Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Easement Agreement.

(d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by School District. The deductible and/or self-insured retention of the policies shall be the sole responsibility of Declarant.

7. MISCELLANEOUS

7.1 Notice. Any notices or other communications to be given or other documents to be delivered by any party to the other or others hereunder, shall be delivered (a) in person to an officer of any party, (b) delivered by nationally reputable courier guaranteeing overnight delivery, charges prepaid, or (c) by electronic mail; provided, however, that any notice sent by electronic mail shall concurrently be delivered by the method described in subclause (b) hereof. All notices and communications should be addressed to the party for whom intended at the address last provided by the parties.

FULLERTON SCHOOL DISTRICT

1401 W. Valencia Drive

Fullerton, CA 92833

Attention: Director of Facilities, M & O

BRANDYWINE ACQUISITIONS, LLC

16580 Aston

Irvine, CA 92606

Attention : Brian Geis, Project Manager

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be used by the other party for notice purposes. Any notice or document sent by overnight courier service shall be deemed delivered twenty-four (24) hours after delivery of the same, charges prepaid, to such courier. Any notice served by personal service shall be effective only upon actual receipt thereof (or attempted delivery if delivery is refused). Any notice sent by electronic mail shall be deemed given on the date sent (as evidenced by the sender's "sent mail" mailbox and by the absence of the receipt of a delivery failure message) if sent prior to 5:00 p.m. pacific time on a business day and, otherwise, on the next succeeding business day.

7.2 Runs with the Land. Subject to the termination of this Easement Agreement, as described herein, the provisions of this Easement Agreement shall run with the School Property and the Declarant Property, shall be binding upon all persons having or acquiring any interest therein or any part thereof, shall inure to the benefit of and burden the School Property and the Declarant Property, and may be enforced by the owners of the School Property and the Declarant Property, and their successive owners and assigns in accordance with California Civil Code Section 1468.

7.3 Successors and Assigns. This Easement Agreement, including, without limitation, the easements granted and the covenants made herein, shall be binding on and shall inure to the benefit of the parties hereto, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, and all other persons acquiring title to the School Property or the Declarant Property. All references herein to "School District" shall also refer to such successors and assigns. References herein to "Declarant" shall refer only to

those successors and assigns of title to the Declarant Property that are expressly conveyed the rights and obligations of Declarant set forth herein including the homeowners' association formed to operate and maintain the Declarant Property.

7.4 Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Easement Agreement and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Easement Agreement is hereby incorporated into this document as if set forth in full herein.

7.5 Interpretation; Governing Law. This Easement Agreement shall be construed as if prepared by both parties hereto. This Easement Agreement shall be governed by and construed under the laws of the State of California, with venue in Orange County.

7.6 Attorneys' Fees. In the event of any controversy, claim or dispute arising out of or relating to this Easement Agreement or any breach thereof, each party shall be responsible for its own attorney's fees and costs.

7.7 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Easement Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Easement Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

7.8 Gender and Number. In this Easement Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

7.9 Injunctive Relief. In the event of any violation or threatened violation of this Easement Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

7.10 Further Actions. The parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Easement Agreement.

7.11 Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but when taken together shall constitute one and the same instrument.

7.12 Time of the Essence. Time is of the essence in this Easement Agreement and each of the provisions hereof.

A duly authorized representative of each of the parties has executed this Easement Agreement as of _____, 2020, to be effective upon its recordation in the Office of the Orange County Recorder.

[Signatures on Following Page]

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

SCHOOL DISTRICT:

FULLERTON SCHOOL DISTRICT OF ORANGE
COUNTY

By: _____

Name: _____

Title: _____

DECLARANT:

BRANDYWINE ACQUISITION GROUP, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

[Notary Acknowledgements on Following Page]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

DISCUSSION/ACTION ITEM

DATE: March 10, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE 2020 CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) DELEGATE ASSEMBLY ELECTION CANDIDATES

Background: The California School Boards Delegate Assembly plays a key role in the California School Boards Association (CSBA) governance structure. Nominations for representatives to the CSBA Delegate Assembly were accepted by CSBA in January 2020. As a result of those nominations, there are fifteen candidates for seven vacancies in the California School Boards Delegate Assembly, Region 15. The ballot also has a provision for write-in candidates if Trustees choose to vote for an individual whose name is not printed on the ballot. Ballots must be postmarked and returned to CSBA in Sacramento on or before Friday, March 16, 2020.

Rationale: The California School Boards Association (CSBA) conducts this annual Delegate Assembly election, and the Board of Trustees are afforded the opportunity to vote for candidates.

Funding: Not applicable.

Recommendation: Approve 2020 California School Boards Association (CSBA) Delegate Assembly Election candidates.

RP:cs
Attachment

THIS COMPLETE, ORIGINAL BALLOT MUST BE SIGNED BY THE SUPERINTENDENT OR BOARD CLERK AND POSTMARKED AND RETURNED NO LATER THAN FRIDAY, MARCH 16, 2020. ONLY ONE BALLOT PER BOARD. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT
REGION 15
(Orange County)

Number of Vacancies: 7 (Vote for no more than 7 candidates)
Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

*denotes incumbent

- | | |
|--|---|
| <input type="checkbox"/> Alfonso Alvarez (Santa Ana USD) | <input type="checkbox"/> Shari Kowalke (Huntington Beach City SD)* |
| <input type="checkbox"/> Michelle Barto (Newport-Mesa USD) | <input type="checkbox"/> Kathy Moffat (Orange USD) |
| <input type="checkbox"/> Lauren Brooks (Irvine USD)* | <input type="checkbox"/> Arturo Montez (Centralia ESD) |
| <input type="checkbox"/> Carrie Buck (Placentia-Yorba Linda USD) | <input type="checkbox"/> Annemarie Randle-Trejo (Anaheim Union HSD) |
| <input type="checkbox"/> Gina Clayton-Tarvin (Ocean View SD) | <input type="checkbox"/> Michael Simons (Huntington Beach Union HSD)* |
| <input type="checkbox"/> Lynn Davis (Tustin USD)* | <input type="checkbox"/> Patricia Singer (Ocean View SD) |
| <input type="checkbox"/> Elizabeth Gonzalez (Centralia ESD) | <input type="checkbox"/> Sharon Walling (Irvine USD)* |
| <input type="checkbox"/> Candice Kern (Cypress ESD)* | |

Provision for Write-In Candidate	School District
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Provision for Write-In Candidate	School District
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Provision for Write-In Candidate	School District
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Signature of Superintendent or Board Clerk	Title
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Fullerton School District

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, January 14, 2020
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:33 p.m. and Trustee Aaruni Thakur led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt, Julianne Lee

Recess to Closed Session – Agenda

At 5:34 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:02 p.m. and recessed from Open Session at 6:03 p.m. to conduct recognitions at the Educational Leadership Center.

Recognitions:

National Blue Ribbon Schools 2020: The National Blue Ribbon Schools award recognizes educators, families and communities who diligently work together to create safe and welcoming schools. The U.S. Department of Education has awarded six Orange County public schools 2019 Blue Ribbons, the nation's top honor for individual campuses based on academic achievement. Two schools were from the Fullerton School District. Acacia Elementary and Robert C. Fisler School were both recognized as Exemplary High Performing Schools and had the honor to receive the award in Washington D.C. along with the Superintendent and Board Member.

Apple Distinguished Schools for 2019-2022: Apple Distinguished Schools are recognized for their innovation and leadership to inspire creativity, collaboration, and critical thinking in a technology-rich environment. The Apple iBook application captures the school's vision, student learning, professional learning, learning spaces, along with research practices and results. Fullerton School District is pleased to announce that Robert C. Fisler School and Valencia Park Elementary School have been named Apple Distinguished Schools for 2019-2022.

California Distinguished Schools 2020: The California Distinguished Schools program recognizes schools with outstanding educational programs and practices. Out of 35 schools in Orange County, three schools in the Fullerton School District were selected to receive this prestigious recognition. Join me in congratulating Acacia Elementary, Laguna Road Elementary and Robert C. Fisler School.

Fullerton Pop Warner Junior Varsity was undefeated during the 2019 season. The team traveled to Las Vegas in December 2019 where they played Santa Ana and won 24-6. The team was lead by head coach Randy Terrance who always made sure his players knew that school comes before football. He helped guide any players who struggled and always made sure he was fair to the players who put in the effort on his team.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Brooke Webb, Kevin Kobayashi, Christine Stolo, Leslie Corsini, Edilicia Lara, Kristianna Laam, Lisa Wilhite, Any Jahn, Pam Chow, and Noemi Lopez. Each recipient was recognized for a Fullerton School District Core Value.

Jeremy Davis (Assistant Superintendent of Innovation and Instructional Support) and Trustee Sugarman announced Dr. Bob Pletka is the recipient of the Prakken Professional Cooperation Award from the International Technology and Engineering Educators Association (ITEEA). This award is presented to an individual who, through teaching, research, and professional service, has promoted the field of technology and engineering education in collaboration with other fields of discipline.

The Board resumed Open Session at 6:56 p.m. and President Vazquez reported there was no report from Closed Session.

Jennifer Lee from the US Census Bureau presented information regarding the census. The Constitution mandates the population be counted every ten years. The Census Bureau is required to keep information confidential. All responses provided on the 2020 Census questionnaire or to a Census Bureau employee are confidential and protected under Title 13 of the U.S. Code. A timeline was shared of how the Census Bureau will be sending invitations and contacting the public.

Superintendent's Report

On behalf of the Superintendent, Dr. Rob Coghlan shared information regarding solar panel installation. Dr. Coghlan shared that on January 8, 2020, the District held the first of five community informational meetings regarding solar at Beechwood School. Three neighbors from Beechwood attended along with one neighbor from Sunset Lane Schools attended. At all of FSD sites, placement was limited due to DSA requirements, fire lanes, future construction, modernization, and non-interference with trees and buildings for maximum sun exposure. When placing the solar panels at Beechwood and Sunset Lane, the District consulted with the principal and staff at each school to determine the best placement for running instructional programs. At Beechwood School it was agreed by the principal and staff that the final placement of the panels was best for the physical education program and also maximized the grass area play space for students during recess and lunch. At Sunset Lane, two arrays were placed: One to replace the old lunch shelters and one on the grass area closer to the multi-purpose room for shade during recess and lunch. Future community informational meetings regarding solar will be held on: January 16, 2020 (Nicolas JHS), January 22, 2020 (Parks JHS), January 30, 2020 (Ladera Vista JHS of the Arts), and February 5, 2020 (Fisler School). Representatives from PFMG Solar will be present at all meetings.

Information from the Board of Trustees

Trustee Meyer- She welcomed staff back from the Winter Recess.

Trustee Thakur- He welcomed staff back from the Winter Recess and is looking forward to many upcoming events.

Trustee Berryman – She, too, welcomed staff back from Winter Recess; She commended FSD junior high school's opening their doors to share information and tours with 6th grade parents and their students; in addition, FSD shares with parents information about open house informational nights for the high schools at FJUHS. Trustee Berryman expressed her appreciation for the wellness classes being offered districtwide to staff.

Trustee Sugarman- She shared information about a fundraising event "Raze the Roof" on January 25, 2020, for Measure J. She stated the Fullerton Education Foundation awarded numerous staff grant awards on January 13, 2020 including \$30,000 to help fund FSD FEST.

President Vazquez –no report.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC- Egleth Nuncci- She thanked Julienne Lee (Assistant Superintendent of Educational Services) Rossana Fonseca (Coordinator for Educational Services), and Sue Albano (Director of Educational Services) for their ongoing support of DELAC. She also thanked Executive Cabinet and the Board of Trustees for supporting FSD parents. She shared the two upcoming DELAC meetings: February 21, 2020 (Robert C. Fisler School) and April 24, 2020 (Orangethorpe School)

PTA Council – Wendy Allen- She wished everyone a great new year and reported various schools participated in the Pathways of Hope to provide gifts and/or gift cards for families in need during the holidays. The program touched the lives of over 2000 students in the Fullerton community. She thanked the sites for their participation.

FETA –Pamela Zinnel- She stated that FETA is endorsing the District's effort for the passage of Measure J in the March 2020 ballot. She stated the majority of the schools are over 50 years old. She briefly shared that the third PBIS Think Tank meeting was held on January 30, 2020 where PBIS coaches, administrators, and teachers come together to discuss at most-risk students and continue working on strategies to support these students. The newly pre-school committee will meet in the following week to address the needs and concerns of preschool.

CSEA – Terry Gonzalez- She congratulated FSD on being awarded the Top Workplace in Orange County for the 2nd year in a row. CSEA attended the Top Workplace Dinner alongside other FSD staff. CSEA has been receiving positive feedback regarding the new hydration stations that were installed at various school sites. The Innovation and Instructional Support Department is preparing for FSD Fest on February 1, 2020 and she encouraged everyone to attend this amazing event showcasing many passions and talents of FSD students.

FESMA –Robin Gilligan- She reported the Every Student Succeeding event will be held on January 16, 2020.

Public Comments:

Kathy Gjevre, Kristopher Gjevre, Maria Cardona (homeowners) expressed their concerns with the location of solar panels at Beechwood School.

Paulette Chaffee (community member) thanked the District for being a partner with All the Arts for All the Kids; All the Arts for All the Kids celebrated their 25th year of the Art Auction (previously named the Pin Auction). She applauded FSD for growing PBIS throughout the district. She attended an informational presentation at Woodcrest School that provided information regarding vaping and e-cigarettes.

Approve Minutes

It was moved by Janny Meyer seconded by Aaruni Thakur and carried 5-0 to approve minutes of the Regular meeting on December 10, 2019.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Aaruni Thakur, seconded by Janny Meyer, and carried 5-0 to approve the consent items. The Board commented on consent item #1b, and 1h.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0040 through N22C0046, N22D0248 through N22D0266, N22E0176 through N22E0215, N22M0197 through N22M0211, N22R0759 through N22R0837, N22S0008 through N22S0010, N22T0023 through N22T0026, N22V0088 through N22V0095, N22X0371 through N22X0376, N22Y0079 through N22Y0082, N22M0056, N22M0084, N22M0102, N22M0118, N22M0177, N22R0096, N22R0290, N22R0427 through N22R0428, N22R0650, N22X0021, N22X0023, N22X0055, N22X0130, N22X0165, N22X0198, N22X0282, N22X0290, N22X0292, N22X0314, N22X0324, N22X0327 through N22X0328, N22X0356, N22X0358, N22X0367, N22Y0058, N22Z0014, N22Z0071, and N22Z0074 for the 2019/2020 school year.

N22R0674 through N22R0758, N22S007, N22T0022 through N22T0023, N22V0076 through N22V0087, N22X0364 through N22X0370, N22Y0077 through N22Y0078, N22E0155 through N22E0175, N22M0183 through N22M0196, N22R0544 through N22R0673 (for the period of 10/25/2019 through 11/22/2019).

1d. Approve/Ratify Nutrition Services purchase orders numbered 220328 through 220381 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 125480 through 125988 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14032 through 14091 for the 2019/2020 school year.

1g. Approve Substitute Teacher pay rate effective January 15, 2020.

1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2019 – December 31, 2019).

1i. Approve Five-Year Contract with Spectrum to provide a 10Gbps fiber optic circuit from each school to the Fullerton School District Office effective July 1, 2020 through June 30, 2024.

1j. Approve out-of-state conference attendance for Wes Kriesel and Pablo Diaz to attend the National Association of Broadcasters (NAB) show in Las Vegas, Nevada, April 18-22, 2020.

1k. Approve service agreement between Fullerton School District and Level Data, for managed service and State Data Validation Suite for the 2019/2020 school year.

1l. Adopt resolutions numbered 19/20-B019 through 19/20-B021 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Approve agreement with Nigro & Nigro, PC, to perform auditing services for the Fullerton School District for the fiscal years 2019/2020 through 2020/2021.

1n. Approve contract for the purchase of technology equipment and peripherals from Irvine Unified School District piggyback Bid No. 19/20-01 IT awarded to CDW Government, LLC. through December 31, 2021.

1o. Approve contract between Fullerton School District and JFK Transportation Co., Inc., to provide transportation for field trips, effective January 15, 2020, through June 30, 2020.

1p. Approve/Ratify agreement emergency cross lot drainage between Fullerton School District and Melia Homes – Via Amor Project.

1q. Approve/Ratify Addendum between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.

1r. Approve/Ratify Addendum for the GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019.

1s. Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Sunset Lane School on February 24-25, 2020.

1t. Approve out-of-state conference attendance for two Child Development Services staff members to attend the Opal School Summer Symposium 2020 in Portland, Oregon, June 17-20, 2020.

1u. Approve/Ratify out-of-state conference attendance for Orangethorpe School staff to attend the Rock and Roll Forever Foundation Gala, Manhattan, New York, November 21-25, 2019.

1v. Approve/Ratify Addendum to Agreement between Fullerton School District and Summit View School DBA STEM3 Academy OC effective January 15, 2020 through June 30, 2020.

1w. Approve/Ratify Classified Personnel Report.

1x. Approve Resolution #19/20-11 recognizing January 20, 2020 as Dr. Martin Luther King, Jr. Day.

Discussion/Action Items:

2a. Approve/Ratify Memorandum of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Sick Leave for the 2019/2020 school year.

It was moved by Hilda Sugarman, Janny Meyer, and carried 5-0 to Approve/Ratify Memorandum of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Sick Leave for the 2019/2020 school year.

2b. Approve/Ratify Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Extracurricular Activity for the 2019/2020 school year.

It was moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to Approve/Ratify Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Extracurricular Activity for the 2019/2020 school year

2c. Hear presentation and accept the 2018/2019 Audit Report.

Peter Glenn, from the firm Nigro, Nigro & White, PC presented and briefly discussed the 2018/2019 audit results. It was then moved by Janny Meyer, seconded by Aaruni Thakur and carried 5-0 to accept the 2018/2019 Audit Report.

Administrative Reports:

3a. First Reading of Revised Pupil Attendance Calendars for the 2021/2022 School Year.

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, shared this is the first reading. The Board asked Dr. Hammitt to reach out and discuss creating a joint calendar committee with the Fullerton Joint High School District. No action needed.

3b. First Reading of New and Revised Board Policies

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Bullying

This is the first reading of New and Revised Board Policies. Approval for these Board Policies will be presented to the Board at the February 11, 2020, Board Meeting.

3c. California School Dashboard State Indicators and English Learner roadmap Board report.

Sung Chi, Educational Services Director, discussed the California School Dashboard and indicators. Sue Albano, Trang Lai, Rossana Fonseca, and Helene Morris assisted Mr. Chi with the presentation.

The English Learner Roadmap report was postponed to the February 11, 2020, Board Meeting.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Meyer stated she would be absent for the February 11, 2020, Board Meeting.

President Vazquez adjourned the Regular meeting on January 14, 2020, at 10:00 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, February 11, 2020
6:00 p.m. Open Session

District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Introduction/Recognition

Rolling Hills School Report

SARB Recognitions

Jill Riley, California Middle Schools Region 11 Teacher of the Year

Jacqueline Gallardo-Hoffmaster, Professional School Counselor

Catch Me at My Best Recipients

Above and Beyond Recipients

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting January 14, 2020

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a

Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0047 through N22C0051, N22D0267 through N22D0275, N22E0179 through N22E0221, N22M0212 through N22M0231, N22R0838 through N22R0882, N22S0011, N22V0096 through N22V0107, N22X0377 through N22X0378 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220382 through 220437 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 125989 through 126429 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14092 through 14144 for the 2019/2020 school year.

1g. Approve renewal agreement with eFileCabinet effective February 12, 2020 through February 28, 2021.

1h. Approve/Ratify New Retainer Agreement for legal services with Lozano Smith, Attorneys at Law, effective January 21, 2020 through June 30, 2020 and adjusted rate effective July 1, 2020.

1i. Approve/Ratify warrant numbered 1127 for the 2019/2020 school year.

1j. Approve/Ratify warrant numbered 1210 for the 2019/2020 school year.

1k. Adopt resolutions numbered 19/20-B022 through 19/20-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve the agreement for the digitizing and indexing for the collection of documents between Fullerton School District and ARC Document Solutions.

1m. Approve Contract for the purchase of DSA preapproved shade structures from Fullerton Joint Union High School District piggybackable bid No. 1819-11 awarded to Shade Structure, Inc. DBA USA Shade and Fabric Structures, through June 30, 2024.

1n. Approve Notice of Completion for New Dimension General Construction for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

1o. Approve Notice of Completion for KYA Services, LLC for Valencia Park Elementary Playfield Improvements Re-Bid.

1p. Award contract for Transportation Department Modular Building, FSD-19-20-MF-03 RE-BID, for the installation of a new modular classroom building to BuiltALL Construction.

1q. Approve Independent Contractor Agreement with Paul Flowers, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.

1r. Approve/Ratify Classified Personnel Report.

1s. Approve Renewed Placement Agreement with Brandman University effective March 1, 2020, through March 1, 2023.

1t. Approve MOU between Fullerton School District, California Emerging Technology Fund, and Human I-T affordable home Internet access program from February 15, 2020 through February 15, 2021.

1u. Approve agreement between the Fullerton School District and Sky Technology Solutions for the purchase of district wide cabling services, beginning July 1, 2020 through June 30, 2024.

1v. Approve New Partnership Agreement between the Fullerton School District and PermissionClick.

1w. Approve out-of-state attendance for twenty students and six coaches to attend the Speech and Debate Nationals in Albuquerque, New Mexico, from June 13-20, 2020.

1x. Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2019 through June 30, 2020.

1y. Approve out-of-state conference attendance for Maria Escobar (Cotsen Mentor), Judith Beleber, Georgina Mojica (Cotsen Fellows at Raymond), and Danielle Bagger (Cotsen Fellow at Laguna Road) to attend the Teachers College Writing Institute at Columbia University in New York from June 22-26, 2020.

1z. Approve Independent Contractor Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School from March 12, 2020 through May 21, 2020.

1aa. Approve out-of-state conference for three Educational Services staff to attend the Advanced Placement (AP) Annual conference in Boston, MA, from July 16-19, 2020.

1bb. Approve/ratify out-of-state attendance for Ladera Vista Junior High School of the Arts teacher, Darcy Blake, to attend the American Association of Teachers of French Conference in Philadelphia, PA, from July 14-17, 2019.

1cc. Approve Agreement between Fullerton School District and Growing Educators to provide professional development for Beechwood teachers on February 25, 2020, February 27, 2020, and April 8, 2020.

1dd. Approve out-of-state conference for Nicolas Junior High School Band Director, Patrick Mora, to attend the Texas Music Educators Association Convention in San Antonio, Texas, from February 12-15, 2020.

1ee. Approve Agreement between Fullerton School District and Fullerton Education Foundation to provide professional development for Marzano HRS training with Dr. Phil Warrick at Sunset Lane School on May 8, 2020.

1ff. Approve adoption of Discovery Education's *Science Techbook* for grades Transitional Kindergarten (TK) – 6th grade to support implementation of the California State Standards (CA-NGSS).

1gg. Approve/Ratify Addendum for staff to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, from November 13-16, 2019.

1hh. Approve out-of-state conference for two Educational Services staff to attend the National Math Summit in Chicago, Illinois, from April 27-29, 2020.

1ii. Approve out-of-state conference for nine staff members to attend the McMicken School in the Highline School District in Seattle, Washington, on April 28, 2020.

1jj. Adopt Resolution #19/20-13 recognizing March 31, 2020, as Cesar Chavez Day.

1kk. Approve out-of-state conference for Dr. Robert Pletka to attend the International Technology and Engineering Educators Association (ITEEA) Conference in Baltimore, Maryland, from March 12-14, 2020.

Discussion/Action Items:

2a. Approve new and revised Board Policies

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Anti-Bullying

2b. Approve Pupil Attendance Calendar for the 2021/2022 school year.

2c. Approve Emergency Resolution #19/20-12 to approve entering into contracts for services related to Laguna Road Elementary School.

Administrative Report:

3a. First Reading of New and Revised Board Policies

New:

Personnel

BP 4131 – Staff Development
BP 4136 – Non-school Employment
BP 4143, 4243 – Negotiations/Consultation

Revised:
Personnel
BP 4139– Peer Assistance Review

Presentation
English Learner Roadmap

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, March 10, 2020, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects stipend(s), resignation(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 11, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Avila	Christina	Certificated Personnel	Substitute Teacher	New Hire		1/30/20
762	Jeong	Yong-In J.	Orangethorpe	Teacher	New Hire	Class II, Step 1	1/29/20
634	Jeske	Jessica	Ladera Vista	Teacher	New Hire	Class II, Step 1	2/5/20
	Rojas	Alondra	Certificated Personnel	Substitute Teacher	New Hire		1/15/20
669	Sinisi	Dwight	Nicolas	Teacher	New Hire	Class IV, Step 11	1/15/20
707	Teowee	Sarah	Sunset Lane	Focus Teacher	New Hire	Class I, Step 1	2/6/20
	Collins	Breanna	Raymond	Teacher	Resignation		2/28/20
	Serna	Guillermo	Student Support	Psychologist	Resignation		2/7/20
773	Acosta	Erin	Sunset Lane	Teacher	Stipend	Approve stipend of \$750 for certificated employee to provide extra help as Robot Nation Coach. Stipend to be paid at the end of May 2020. Budget #0111627101-1101	02/03/20-05/04/20
689	Bustamante	Janette	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130411409-1901	10/23/19-01/15/20
774	Chung	Kacey	Sunset Lane	Teacher	Stipend	Approve stipend of \$750 for certificated employee to provide extra help as Robot Nation Coach. Stipend to be paid at the end of May 2020. Budget #0111627101-1101	02/03/20-05/04/20
688	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130417409-1901	11/06/19-01/15/20
670	Haynes	Monica	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130423409-1901	11/01/19-12/20/19
670	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130423409-1901	11/01/19-12/20/19
672	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work as Intramural Sports Coordinator per 12/13/19 MOU with FETA. Stipend to be paid on May 31, 2020. Budget #0130423409-1901	08/12/19-05/29/20
689	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130411409-1901	10/23/19-01/15/20
688	Park	Stephani	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130417409-1901	11/06/19-01/15/20
730	Pettinicchio	Susan	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for involuntary classroom change during 19/20 summer. Budget #0130415109-1101	06/03/19-08/09/19
730	Villalobos	Christine	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for involuntary classroom change during 19/20 summer. Budget #0130415109-1101	06/03/19-08/09/19

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: February 11, 2020

SITE	DONOR	RELATIONSHIP	DONATION TYPE	PURPOSE	AMOUNT
Acacia	Tritone Music Academy	Community Partner	Monetary Donation	School donation	\$200.00
Acacia	Box Tops for Education	Community Partner	Monetary Donation	Donation	\$497.30
Acacia	Acacia PTA	Community Partner	Monetary Donation	Donation	\$145.44
Acacia	Kroger	Community Partner	Monetary Donation	School Donation	\$83.03
Beechwood	Beechwood School Foundation	Community Partner	Monetary Donation	Experiential Learning, Music/Arts, Subscriptions	\$61,000.00
Commonwealth	Lifetouch National School Studios	Community Partner	Monetary Donation	Supplies	\$74.00
Fern Drive	Fullerton Education Foundation	Community Partner	Monetary Donation	1st Grade Field trip to Rancho Wildlife	\$620.00
Fern Drive	Fern Drive PTA	PTA	Monetary Donation	Classroom field trips	\$6,000.00
Fern Drive	Lifetouch	Community Partner	Monetary Donation	Teacher/Classroom supplies	\$252.00
Fern Drive	Box Tops for Education	Community Partner	Monetary Donation	Teacher/Classroom supplies	\$251.10
Fern Drive	Fullerton Education Foundation	Community Partner	Monetary Donation	5th Grade Field trip to Riley's Farm	\$2,525.00
Fern Drive	Fullerton Education Foundation	Community Partner	Monetary Donation	Transitional Kindergarten Field trip to Pretend City	\$1,200.00
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	ASB 6th Grade Camp	\$258.90
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Playground equipment and umbrellas for school climate	\$1,000.00
Golden Hill	Life Touch	Community Partner	Monetary Donation	School Climate program	\$282.00
Hermosa Drive	Lifetouch National School Studios	Community Partner	Monetary Donation	Commission check for Fall pictures	\$158.00
Innovation & Instructional Support	Fullerton Education Foundation	Community Partner	Monetary Donation	FSD Fest Event	\$30,000.00
Maple	Fullerton Education Foundation	Community Partner	Monetary Donation	Culturally Relevant Literature Grant	\$1,320.30
Maple	Fullerton Education Foundation	Community Partner	Monetary Donation	Astrocamp Grant	\$8,000.00
Maple	Box Tops for Education	Community Partner	Monetary Donation	Supplies	\$162.80
Maple	Education Foundation of Orange County	Community Partner	Monetary Donation	Robotics and Coding in Kindergarten Grant	\$4,946.91
Maple	Maple Elementary PTA	PTA	Monetary Donation	School donation	\$4,000.00
Orangethorpe	Medi Revv	Community Partner	Monetary Donation	Pay off Negative Student Lunch Balances	\$2,300.00
Orangethorpe	Lifetouch	Community Partner	Monetary Donation	Student Materials and Supplies	\$177.00

Orangethorpe	Howard Lee	Parent	Monetary Donation	Multiage program field trip donation	\$80.00
Parks JHS	The Filling Station	Parent	Monetary Donation	Physical Conditioning Donation	\$50.00
Parks JHS	Gary Simkins	Parent	Monetary Donation	After School Sports Donation	\$100.00
Parks JHS	James H. Kim	Parent	Monetary Donation	After School Sports Donation	\$100.00
Parks JHS	Hye Young Ryu	Parent	Monetary Donation	After School Sports Donation	\$100.00
Parks JHS	Lifetouch National School Studios	Community Partner	Monetary Donation	Schoolwide Donation	\$101.00
Parks JHS	Presbyterian Women's Fellowship	Community Partner	Monetary Donation	Donation to Parks Band	\$200.00
Raymond	Box Tops for Education	Community Partner	Monetary Donation	ASB Student Council	\$335.30
Raymond	Raymond PTA	PTA	Monetary Donation	ASB Outdoor Education	\$8,694.09
Richman	Fullerton Education Foundation	Community Partner	Monetary Donation	5th Grade Field trip to Crystal Cove State Park	\$3,420.00
Richman	Orange County Community Foundation	Community Partner	Monetary Donation	4th Grade Mission Trip	\$1,500.00
Richman	Medi Revv	Community Partner	Monetary Donation	Pay off Negative Student Lunch Balances	\$2,300.00
Richman	Lori Sherman	Staff	Monetary Donation	Library Books	\$504.59
Rolling Hills	Alastair and Diana Dawson	Parent	Monetary Donation	ASB Fine Arts MP3 Class	\$220.00
Rolling Hills	Box Tops for Education	Community Partner	Monetary Donation	Student Activities/Supplies	\$421.00
Rolling Hills	Kroger	Community Partner	Monetary Donation	Student Activities/Supplies	\$43.93
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	Outdoor Education	\$402.25
Sunset Lane	Fullerton Education Foundation	Community Partner	Monetary Donation	Maker Space	\$8,000.00
Sunset Lane	American Heart Association	Community Partner	Monetary Donation	Physical Education Kids Heart Challenge	\$100.00
Valencia Park	Valencia Park PTA	PTA	Monetary Donation	Field trip transportation buses	\$3,000.00
Visual and Performing Arts Program	McCoy Mills Ford	Community Partner	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Visual and Performing Arts Program	McCoy Mills Ford	Community Partner	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Woodcrest	Lifetouch National School Studios	Community Partner	Monetary Donation	Supplies	\$54.00

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0047 THROUGH N22C0051, N22D0267 THROUGH N22D0275, N22E0179 THROUGH N22E0221, N22M0212 THROUGH N22M0231, N22R0838 THROUGH N22R0882, N22S0011, N22V0096 THROUGH N22V0107, N22X0377 THROUGH N22X0378 FOR THE 2019/2020 SCHOOL YEAR.

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0047 through N22C0051, N22D0267 through N22D0275, N22E0179 through N22E0221, N22M0212 through N22M0231, N22R0838 through N22R0882, N22S0011, N22V0096 through N22V0107, N22X0377 through N22X0378 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0047	CA CHILDREN AND FAMILIES COMMI	1,750.94	1,750.94	1231019101 5210	Preschool Instruction / Conferences and Meetings
N22C0048	ASSOC OF CA SCHOOL ADMINISTRAT	475.00	475.00	0130417279 5210	LCFF Base Admin Ladera Vista / Conferences and
N22C0049	CORWIN PRESS INC	590.47	590.47	0138455229 5210	Ed Svcs Instr Staff Dev / Conferences and Meetings
N22C0050	ORANGE CNTY DEPARTMENT OF EDUC	420.23	420.23	0140155239 5210	Curriculum Development Discret / Conferences and
N22C0051	PLACER COUNTY OFFICE OF EDUCAT	754.25	754.25	0130223101 5210	LCFF Supplemental Instr Parks / Conferences and Meetings
N22D0267	BARNES AND NOBLE INC	213.97	213.97	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0268	ORIENTAL TRADING COMPANY	53.05	53.05	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0269	US GAMES	633.19	633.19	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22D0270	MAGANA EDUCATION SERVICES LLC	900.00	900.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22D0271	PERMA BOUND	5,393.03	5,393.03	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22D0272	OFFICE DEPOT BUSINESS SERVICE	124.11	124.11	0153050799 4350	Business Administration DC / Materials and Supplies
N22D0273	BSN SPORTS	667.71	667.71	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22D0274	PERMA BOUND	647.12	647.12	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22D0275	BSN SPORTS	591.57	591.57	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22E0179	ADAMS, HAEIN	131.55	131.55	0142054261 4350	Spec Ed Parent Participation / Materials and Supplies
N22E0216	ASCARI, PATRICIA	100.10	100.10	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0217	WATKINS, JODI	138.78	138.78	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
N22E0218	MIZUNO, NANCY	100.70	100.70	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0219	HALSTEAD, KIMBERLEY	378.00	378.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0220	GEE, TRICIA	186.97	186.97	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0221	LOMELLI, ANITA	231.59	231.59	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
N22M0212	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0213	KYA SERVICES LLC	5,008.32	5,008.32	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0214	AMBIENT ENVIRONMENTAL INC	150.00	150.00	0153353859 5805	Maintenance Facilities DC / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0215	AMBIENT ENVIRONMENTAL INC	300.00	300.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0216	AMBIENT ENVIRONMENTAL INC	4,500.00	4,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0217	AMBIENT ENVIRONMENTAL INC	5,800.00	5,800.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0218	AMBIENT ENVIRONMENTAL INC	2,600.00	2,600.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0219	AMBIENT ENVIRONMENTAL INC	6,000.00	5,700.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
			300.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0220	TMA SYSTEMS LLC	525.00	525.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
N22M0221	SIGLER WHOLESALE DISTRIBUTORS	450.37	450.37	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
N22M0222	NEW DIMENSIONS GENERAL CONSTRU	7,002.41	7,002.41	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0223	JAM FIRE PROTECTION INC	6,462.00	6,462.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0224	KNOWLAND CONSTRUCTION SERVICES	110,000.00	110,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0225	NATIONAL CONSTRUCTION RENTALS	2,005.56	2,005.56	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0226	PROGRESSIVE SURFACING	14,588.68	14,588.68	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0227	KYA SERVICES LLC	2,219.09	2,219.09	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0228	KYA SERVICES LLC	53,060.52	53,060.52	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0229	NEXT LEVEL ELEVATOR	1,752.00	1,752.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0230	MONTGOMERY HARDWARE COMPANY	1,567.37	1,567.37	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0231	MONTGOMERY HARDWARE COMPANY	1,285.52	1,285.52	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0838	NEED4TEES	1,330.71	1,330.71	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R0839	AMAZON.COM	29.82	29.82	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0840	DISCOVERY SCIENCE CENTER	1,008.00	1,008.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0841	AMAZON.COM	38.78	38.78	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0842	AMAZON.COM	1,186.26	1,186.26	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R0843	SNO SITES	400.00	400.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0844	KATIE'S CREATIVE GIFTS	538.75	538.75	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0845	CDW.G	553.02	553.02	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22R0846	ORANGE CNTY DEPARTMENT OF EDUC	1,441.50	1,441.50	0111610101 5850	Donation Instr Acacia / Admission Fees
N22R0847	MAVERICKLABEL.COM	683.21	683.21	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0848	ADVANCED TECHNOLOGIES INC.	2,499.00	2,499.00	0121220101 5805	Title I Nicolas Instruction / Consultants
N22R0849	AREY JONES EDUCATIONAL SOLUTIO	150.00	150.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0850	AMAZON.COM	102.17	102.17	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0851	AMAZON.COM	247.81	247.81	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
N22R0852	AMAZON.COM	5,206.21	850.21	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			4,356.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
N22R0853	HEINEMANN WORKSHOPS	2,880.00	2,880.00	0130411109 5805	LCFF Base Instr Beechwood / Consultants
N22R0854	BRAINPOP LLC	3,345.00	3,345.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22R0855	READYREFRESH	234.55	234.55	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22R0856	AMAZON.COM	43.71	43.71	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0857	APPLE COMPUTER INC	412.37	412.37	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0858	OTICON MEDICAL LLC	224.42	224.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0859	PHILIP FOLSOM PROGRAMS LLC	2,500.00	2,500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22R0860	IMAGINAVI INC	549.53	549.53	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0861	HENRY SCHEIN INC	89.65	89.65	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0862	SCHOLASTIC READING CLUB	1,000.46	1,000.46	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0863	DIGITAL PROMISE	3,500.00	3,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0864	AMAZON.COM	471.45	471.45	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0865	AMAZON.COM	388.65	388.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0866	BABA THE STORYTELLER	1,225.00	1,225.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0867	*** CONTINUED ***				
N22R0867	YOUTHTRUTH STUDENT SURVEY	46,940.00	46,940.00	0152557709 4310	Board Discret / Materials and Supplies Instr
N22R0868	CALIFORNIA STATE UNIVERSITY FU	14,150.93	14,150.93	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0869	AMAZON.COM	407.08	407.08	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
N22R0870	CDW.G	9,800.00	9,800.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0871	APPLE COMPUTER INC	160.55	160.55	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0872	PARENT EDUCATION BRIDGE FOR	2,844.00	2,844.00	0121220101 5800	Title I Nicolas Instruction / Other Contracted Services
N22R0873	CDW.G	10,953.54	10,953.54	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0875	AMAZON.COM	263.31	263.31	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0876	AMAZON.COM	277.13	277.13	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
N22R0877	ENVIRONMENTAL NATURE CENTER	792.00	792.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0878	AMAZON.COM	21.54	21.54	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0879	CDW.G	163.44	163.44	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0880	APPLE COMPUTER INC	9.70	9.70	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0881	AMAZON.COM	573.08	573.08	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R0882	SOUTHWEST SCHOOL AND OFFICE SU		214.42	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
			-214.42	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
N22S0011	SOUTHWEST SCHOOL AND OFFICE SU	463.33	463.33	0100000000 9320	Unrestricted / Stores
N22V0096	PHONAK HEARING SYSTEMS	2,714.82	235.49	0113154101 4310	Low Incidence / Materials and Supplies Instr
			2,479.33	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0097	CDW.G	1,202.47	1,202.47	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0098	APPLE COMPUTER INC	7,242.34	7,242.34	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
N22V0099	AMAZON.COM	1,501.99	478.36	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
			1,023.63	0111912101 6410	Phelps Grant Commonwealth / New Equip Less Than
N22V0100	PLUMBING AND INDUSTRIAL SUPPLY	707.02	707.02	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0101	PEPPER MUSIC, J W	1,795.12	1,795.12	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0102	SCANTRON	3,088.18	264.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
			2,824.18	0152258749 6450	Personnel Commission Discret / Repl Equip Less Than
N22V0103	WENGER CORPORATION	1,995.99	1,995.99	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
N22V0104	MCMaster CARR SUPPLY COMPANY	3,083.07	3,083.07	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0105	TIME AND ALARM SYSTEM	8,943.25	8,943.25	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0106	METEOR EDUCATION LLC	39,337.93	4,659.38	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
			34,678.55	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0107	APPLE COMPUTER INC	8,492.38	1,898.38	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
			6,594.00	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000
N22X0377	PEPPER MUSIC, J W	500.00	500.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0378	STEM3 ACADEMY OC	40,000.00	40,000.00	0142054201 5828	Special Ed Administration / Settlements
	Fund 01 Total:	477,805.43			
	Fund 12 Total:	4,250.94			
	Total Amount of Purchase Orders:	482,056.37			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0250	HEINEMANN PUBLISHING	29.67	+8.12	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22M0050	HAUFFE COMPANY INC	10,000.00	+5,000.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	20,000.00	+5,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
N22R0803	HAND2MIND INC	257.52	-23.90	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies Instr
N22V0093	PLUMBING AND INDUSTRIAL SUPPLY	708.82	+50.97	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22X0134	SPICERS PAPER	29,000.00	+9,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0206	CELL BUSINESS EQUIPMENT	200,750.00	+1,800.00	0121222101 5640	Title I Pacific Drive Instr / Repairs by Vendors
			+2,100.00	0130219101 5640	LCFF Supplemental Instr Maple / Repairs by Vendors
			+600.00	0130222101 5640	LCFF Suppl Instr Pacific Drive / Repairs by Vendors
			+2,600.00	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			+800.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			+800.00	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			+1,100.00	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			+1,200.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			+700.00	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			+900.00	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			+700.00	0152258749 5640	Personnel Commission Discret / Repairs by Vendors
			+2,000.00	0152657719 5640	Superintendent Discret / Repairs by Vendors
			+1,500.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			+1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			+800.00	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
N22X0227	ANDERSON, VERONICA	22,100.00	+650.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0234	CANSECO DE PEREZ, FE	6,500.00	+250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0238	CUEVAS, ROXANNE	9,100.00	+350.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0243	FLOWERS, SOPHIA	9,800.00	+350.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0245	GARZA, SAMUEL R.	13,050.00	+450.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0257	PURSLEY, CARRIE LYNN	6,500.00	+250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0262	TERAN, MARGARET GLASER	5,200.00	+200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0263	VALANTINE, LAUREN HILLARY	8,700.00	+300.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0275	BELLFLOWER MUSIC CENTER	1,500.00	+250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+250.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0276	BELLFLOWER MUSIC CENTER	2,400.00	+250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+250.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0300	THOMPSON, GRISELDA	500.00	+300.00	0142054261 5220	Spec Ed Parent Participation / Mileage
N22X0302	MUSIC AND ARTS CENTER	2,000.00	+250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+250.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0317	MAXIM HEALTHCARE SERVICES INC	56,440.00	+6,440.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0331	WODOBODE, AIMEE	15,500.00	+500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0358	AUTISM COMPREHENSIVE EDUCATION	100,000.00	+50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22Y0002	A-Z BUS SALES	21,500.00	+1,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0027	POWERSTRIDE BATTERY CO INC	6,500.00	+1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0030	ROAD AMERICA INC	1,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Z0005	B AND M LAWN GARDEN	6,000.00	+1,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
	Fund 01 Total:		103,875.19		
	Fund 12 Total:		800.00		
	Total Amount of Change Orders:		104,675.19		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0177	WILEY PUBLISHING	500.88	500.88	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits
N22R0705	AMAZON.COM	388.65	388.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0797	WESTERN PSYCHOLOGICAL SERVICES	117.75	117.75	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0874	STEM3 ACADEMY OC	40,000.00	40,000.00	0142054201 5828	Special Ed Administration / Settlements
	Fund 01 Total:	41,007.28			
	Total Amount of Purchase Orders:	41,007.28			

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 2/11/2020

The following Purchase Orders were printed out of sequence last reporting period and appear within this period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22E0179	Adams, Haein	\$131.55	\$131.55	01420542614350	Spec Ed Parent Participation Materials and Supplies Office

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220382 THROUGH 220437 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated December 27, 2019 through January 23, 2020 contains purchase orders numbered 220382 through 220437 for the 2019/2020 school year totaling \$614,807.84.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220382 through 220437 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

1/24/2020 2:34:35 PM

Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220382	1/6/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2843	\$2,843.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2281	\$6,843.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2089	\$14,623.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
6	gal	997066	Juice, Orange, Gal. #25350	\$4.5147	\$27.09	
60	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$6.90	
30	ea	19040	Strawberry Splash, 1/2 PT Eco	\$0.3287	\$9.86	
					Sales Tax:	\$0.00
					P.O. Total:	\$35,740.35
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220383	1/6/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$2.0000	\$60.00	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.7000	\$43.50	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4440	\$14.44	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5147	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5356	\$12.68	
					Sales Tax:	\$0.00
					P.O. Total:	\$888.93
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220384	1/6/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2843	\$1,421.50	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2281	\$1,140.50	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2089	\$3,133.50	
18	cs	42101	Yogurt, Straw/Ban Dannon 48/4oz	\$10.6800	\$192.24	
1	cs	45876	Soy Milk, Van 18/8oz	\$14.0000	\$14.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,901.74
					Vendor Total:	\$42,531.02
So. CA School Nutrition Assoc.	220433	1/22/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Registration for Razan Najjar	\$50.0000	\$50.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$50.00
					Vendor Total:	\$50.00
Le Chef Bakery	220436	1/23/2020	1/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	Case	1	Bagels, Assorted Small	\$10.0700	\$100.70	

Purchase Orders - Detail

Fullerton School District

1/24/2020 2:34:35 PM

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	220436	1/23/2020	1/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	Case	1	Danish, Mini Round	\$17.3800	\$104.28	
					Sales Tax:	\$0.00
					P.O. Total:	\$204.98
					Vendor Total:	\$204.98
Fullerton School District	220409	1/14/2020	1/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per December Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per December Bitech Repo	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
Fullerton School District	220410	1/14/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per January Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per January Bitech Repor	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
					Vendor Total:	\$440,000.00
Gold Star Foods Inc.	220385	1/7/2020	1/10/2020	1/21/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	12101	Salsa, Cup 3oz GS#405859 168/cs	\$56.2900	\$788.06	
					Sales Tax:	\$0.00
					P.O. Total:	\$788.06
Gold Star Foods Inc.	220386	1/8/2020	1/10/2020	1/14/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$828.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$828.00
Gold Star Foods Inc.	220390	1/9/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	case	57018	Cheeseburger, MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$1,564.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,564.50
Gold Star Foods Inc.	220391	1/9/2020	1/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
23	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$635.95	
10	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$462.60	
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$343.85	
10	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$43.2400	\$432.40	
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$1,035.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,909.80

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220392	1/10/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs		\$60.8400	\$851.76
					Sales Tax:	\$0.00
					P.O. Total:	\$851.76
Gold Star Foods Inc.	220393	1/10/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.		\$64.8500	\$1,037.60
24	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs		\$46.6200	\$1,118.88
					Sales Tax:	\$0.00
					P.O. Total:	\$2,156.48
Gold Star Foods Inc.	220394	1/10/2020	3/3/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
21	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs		\$79.4700	\$1,668.87
					Sales Tax:	\$0.00
					P.O. Total:	\$1,668.87
Gold Star Foods Inc.	220395	1/10/2020	3/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
28	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,189.16
					Sales Tax:	\$0.00
					P.O. Total:	\$1,189.16
Gold Star Foods Inc.	220396	1/10/2020	1/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$58.5500	\$3,513.00
5	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$138.20
					Sales Tax:	\$0.00
					P.O. Total:	\$3,651.20
Gold Star Foods Inc.	220398	1/10/2020	1/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220399	1/13/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	cs	1	BLACK BEANS Red. Sodium GS#209125 6/ #10		\$20.5800	\$823.20
					Sales Tax:	\$0.00
					P.O. Total:	\$823.20
Gold Star Foods Inc.	220400	1/13/2020	2/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
					Sales Tax:	\$0.00
					P.O. Total:	\$1,502.60
Gold Star Foods Inc.	220401	1/13/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	cs	4341	Dressing, Ranch Light GS#300050 4/1gal		\$36.6000	\$366.00
					Sales Tax:	\$0.00
					P.O. Total:	\$366.00

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220402	1/13/2020	2/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$244.58
10	case	12201	Sunbutter Cup, GS#208125 200/cs		\$58.3500	\$583.50
					Sales Tax:	\$0.00
					P.O. Total:	\$828.08
Gold Star Foods Inc.	220403	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
					Sales Tax:	\$0.00
					P.O. Total:	\$1,502.60
Gold Star Foods Inc.	220404	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$44.0400	\$132.12
5	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$40.8900	\$204.45
28	case	12003	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$967.12
15	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$62.1400	\$932.10
16	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$126.1800	\$2,018.88
12	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$675.48
25	case	8021	Chips, Tortilla GS#208220 80/cs		\$19.1200	\$478.00
					Sales Tax:	\$0.00
					P.O. Total:	\$5,408.15
Gold Star Foods Inc.	220405	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
34	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$46.2600	\$1,572.84
26	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#		\$18.0200	\$468.52
80	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$36.0800	\$2,886.40
14	case	30326	Breadstick, Garlic GS#134819 320/case		\$36.2900	\$508.06
					Sales Tax:	\$0.00
					P.O. Total:	\$5,435.82
Gold Star Foods Inc.	220406	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830		\$70.0300	\$1,120.48
					Sales Tax:	\$0.00
					P.O. Total:	\$1,120.48
Gold Star Foods Inc.	220411	1/15/2020	1/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
90	case	11053	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$3,108.60
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$39.1400	\$2,739.80
					Sales Tax:	\$0.00
					P.O. Total:	\$5,848.40
Gold Star Foods Inc.	220416	1/17/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
32	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz		\$31.8100	\$1,017.92
					Sales Tax:	\$0.00
					P.O. Total:	\$1,017.92
Gold Star Foods Inc.	220418	1/17/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
55	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.		\$42.8500	\$2,356.75
17	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$39.5900	\$673.03

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220418	1/17/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
29	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8100	\$1,502.49	
65	case	30334	Pancake, WG, Bulk GS#102802 12/12ct	\$25.1300	\$1,633.45	
40	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$390.40	
34	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$1,965.88	
9	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$356.31	
47	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$1,895.04	
15	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$424.20	
Sales Tax:						\$0.00
P.O. Total:						\$11,197.55
Gold Star Foods Inc.	220420	1/21/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$307.00	
Sales Tax:						\$0.00
P.O. Total:						\$307.00
Gold Star Foods Inc.	220421	1/21/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	30348	Biscuit, Honey WW 105/cs GS#133905	\$16.7100	\$100.26	
Sales Tax:						\$0.00
P.O. Total:						\$100.26
Gold Star Foods Inc.	220422	1/21/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	7223	Brownie, RF Fudge GS#100458/225 72/2.2oz.	\$27.4700	\$1,922.90	
Sales Tax:						\$0.00
P.O. Total:						\$1,922.90
Gold Star Foods Inc.	220425	1/21/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.9400	\$321.10	
Sales Tax:						\$0.00
P.O. Total:						\$321.10
Gold Star Foods Inc.	220427	1/21/2020	1/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	Case	1	Chicken Shreds (GS# 406366) 5/7.3LB	\$203.8700	\$203.87	
1	Case	1	Green Enchilada Sauce (GS# 202620) 6/#10 can	\$33.4400	\$33.44	
1	Case	1	Black Beans (GS# 240312) 50LB	\$36.4400	\$36.44	
1	Case	1	Round Egg Patty (GS#403241) 120/1.5oz	\$34.2600	\$34.26	
1	Case	1	Sliced WW Bagel (GS# 102558) 72/2.24oz	\$30.3500	\$30.35	
1	Case	1	Queso Blanco (GS#402119) 6/5LB	\$81.7800	\$81.78	
1	Case	1	Alfredo Sauce (GS#403403)	\$76.7800	\$76.78	
Sales Tax:						\$0.00
P.O. Total:						\$496.92
Gold Star Foods Inc.	220428	1/21/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
64	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$31.5400	\$2,018.56	
Sales Tax:						\$0.00
P.O. Total:						\$2,018.56
Gold Star Foods Inc.	220429	1/21/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
58	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$2,338.56	

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220429	1/21/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
17	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$480.76	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,819.32
Gold Star Foods Inc.	220430	1/21/2020	1/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	sack	4425	Flour, Wheat, All Purpose 25 lb. GS#100894	\$8.2900	\$49.74	
4	sack	4421	Flour, White Whole Wheat, 50lb GS#209388	\$15.0600	\$60.24	
15	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$16.1500	\$242.25	
2	case	4458	Milk, NF Dry GS#203340 6/5#	\$150.7100	\$301.42	
5	case	4504	Oil, Vegetable GS#210233 6/1gal/case	\$38.4400	\$192.20	
2	case	4430	Cocoa Powder, SunriseDutch GS#240249 1/25#/cs	\$89.8400	\$179.68	
1	case	4401	Baking Soda, GS#200490 12/1#	\$19.5000	\$19.50	
1	case	4428	Sprinkles 4/6 lb GS#208330	\$49.6600	\$49.66	
12	case	4417	Cookie, Oreo Crumbs GS#239740 Mdm Crumb 4/2.5#/cs	\$13.2500	\$159.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,253.69
Gold Star Foods Inc.	220431	1/22/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	8006	Shell Taco,6" GS#203043 200ct	\$22.3900	\$447.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$447.80
Gold Star Foods Inc.	220432	1/22/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
39	case	59049	Pull Aparts, IW GS#406666 108/cs	\$63.5800	\$2,479.62	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,479.62
Gold Star Foods Inc.	220434	1/22/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	Case	1	Tajin, LS Packets (GS# 209157)	\$43.5100	\$174.04	
					Sales Tax:	\$0.00
					P.O. Total:	\$174.04
Gold Star Foods Inc.	220435	1/22/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	4505	Soy Sauce, GS#209523 4/1gal/case Kikkoman	\$44.1500	\$264.90	
3	case	4411	Vinegar, Rice 4/1gal./cs GS#203787	\$30.1400	\$90.42	
4	bag	4451	Sugar, Brown 25lb GS#210294	\$18.1600	\$72.64	
6	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$16.1500	\$96.90	
1	case	4416	Corn Starch GS#209841 C-Pacific 25#/case	\$20.5000	\$20.50	
1	case	4309	Sauce, Hoisin 4/5lb GS#239144	\$41.8900	\$41.89	
5	case	4206	Ketchup, Canned GS#201072 6/10#	\$25.8900	\$129.45	
2	case	4412	Vinegar, Apple Cider 4/1 gal. GS#209540	\$18.1200	\$36.24	
					Sales Tax:	\$0.00
					P.O. Total:	\$752.94
					Vendor Total:	\$64,073.88
P & R Paper Supply Company, Inc.	220389	1/9/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220389	1/9/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	83002	Plate, 9" Styro GenPak, GPK-80900 4/125/case		\$17.9500	\$53.85
5	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280		\$12.6000	\$63.00
6	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS		\$49.8500	\$299.10
16	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$161.60
			Sales Tax:			\$17.40
			P.O. Total:			\$594.95
P & R Paper Supply Company, Inc.	220397	1/10/2020	1/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT		\$31.7500	\$31.75
3	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #FSW1802K		\$21.9400	\$65.82
			Sales Tax:			\$7.56
			P.O. Total:			\$105.13
P & R Paper Supply Company, Inc.	220417	1/17/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs		\$25.3500	\$507.00
			Sales Tax:			\$39.29
			P.O. Total:			\$546.29
P & R Paper Supply Company, Inc.	220419	1/21/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case		\$10.0000	\$60.00
5	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$199.50
			Sales Tax:			\$15.46
			P.O. Total:			\$274.96
P & R Paper Supply Company, Inc.	220423	1/21/2020	1/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$80.80
			Sales Tax:			\$6.26
			P.O. Total:			\$87.06
P & R Paper Supply Company, Inc.	220424	1/21/2020	2/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	80019	Aprons, Plastic, Goldmax 1532 20/50/cs		\$34.4000	\$34.40
			Sales Tax:			\$2.67
			P.O. Total:			\$37.07
			Vendor Total:			\$1,645.46
Action Sales	220412	1/16/2020	1/16/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	ROBC-BLIXE	Blender Mixer 11.5L S/S Bowl 208-240/60/3PH		\$6,837.0000	\$6,837.00
			Sales Tax:			\$529.87
			P.O. Total:			\$7,366.87
			Vendor Total:			\$7,366.87

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Leticia Hernandez		220387	1/8/2020	1/8/2020		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	lot	1	Smart & Final, Invoice dated 1/6/20		\$39.8600	\$39.86	
						Sales Tax:	\$0.00
						P.O. Total:	\$39.86
						Vendor Total:	\$39.86
Supply Master		220408	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	HP D3Q16A	HP 452DW, PageWide Color Printer		\$398.0000	\$398.00	
						Sales Tax:	\$30.85
						P.O. Total:	\$428.85
						Vendor Total:	\$428.85
East Bay Restaurant Supply, Inc		220437	1/23/2020	1/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	ea	1	Solid Shelving - Metro Model# 1836FS		\$141.1200	\$282.24	
4	ea	2	27UPS Super Erecta Post, 27-3/4" H		\$28.8900	\$115.56	
4	ea	3	5PC Super Erecta Stem Caster swivel		\$34.5200	\$138.08	
						Sales Tax:	\$41.53
						P.O. Total:	\$577.41
						Vendor Total:	\$577.41
Refrigeration Control Company, Inc.		220415	1/16/2020	1/16/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	hr	1	Labor		\$162.0000	\$162.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$162.00
						Vendor Total:	\$162.00
School Nutrition Association		220407	1/13/2020	1/13/2020		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Membership Renewal - Michael Burns		\$132.5000	\$132.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$132.50
						Vendor Total:	\$132.50
Maria Teresa Gonzalez		220388	1/8/2020	1/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	lot	1	Dollar Tree, Invoice dated 12/18/19		\$28.3200	\$28.32	

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Maria Teresa Gonzalez	220388	1/8/2020	1/8/2020			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
				Sales Tax:	\$0.00
				P.O. Total:	\$28.32
				Vendor Total:	\$28.32

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
Superior Service, Corp.						
		220413	1/16/2020	1/16/2020		<input type="checkbox"/>
1	ea	1	Service Call	\$129.0000	\$129.00	
2	hr	2	Labor	\$119.0000	\$238.00	
1	ea	3	Window gasket 202	\$164.4800	\$164.48	
1	ea	4	Shipping & Handling	\$35.0000	\$35.00	
0.5	hr	5	Inspections - Labor	\$119.0000	\$59.50	
				Sales Tax:	\$12.75	
				P.O. Total:	\$638.73	

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
Superior Service, Corp.						
		220414	1/16/2020	1/16/2020		<input type="checkbox"/>
1	ea	1	Service Call	\$129.0000	\$129.00	
2	hr	2	Labor	\$119.0000	\$238.00	
1	ea	3	Window gasket 202	\$164.4800	\$164.48	
1	ea	4	Shipping & Handling	\$35.0000	\$35.00	
0.25	hr	5	Inspection - Labor	\$119.0000	\$29.75	
				Sales Tax:	\$12.75	
				P.O. Total:	\$608.98	
				Vendor Total:	\$1,247.71	

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
California Industrial						
		220426	1/21/2020	1/21/2020		<input type="checkbox"/>
1	ea	1	Install new Speedaire Electric Air Compressor	\$3,850.0000	\$3,850.00	
				Sales Tax:	\$0.00	
				P.O. Total:	\$3,850.00	
				Vendor Total:	\$3,850.00	

GRAND TOTAL \$519,807.84
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 125989 THROUGH 126429 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 125989 through 126429 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$2,608,463.53
12	Child Development	\$20,541.99
25	Capital Facilities	\$252,515.09
40	Special Reserve	\$5,820.89
68	Workers' Compensation	\$60,929.64
81	Property / Liability Insurance	\$4,861.37
Total		\$2,953,132.51

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,953,132.51 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 125989 through 126429 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14092 THROUGH 14144 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14092 through 14144 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$416,700.76, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14092 through 14144 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE RENEWAL AGREEMENT WITH EFILECABINET EFFECTIVE FEBRUARY 12, 2020 THROUGH FEBRUARY 28, 2021**

Background: The District has implemented an online personnel file management system to improve efficiency within Personnel Services. The Board approved a service contract with eFileCabinet on February 13, 2018. The product is as-promised and the District wishes to renew its service agreement with eFileCabinet.

Rationale: Renewing the service agreement with eFileCabinet will allow staff in Personnel Services to continue to use the system and access the District's personnel records.

Funding: Cost not to exceed \$5,030 and is to be charged to Certificated Personnel budget (#553).

Recommendation: Approve renewal agreement with eFileCabinet effective February 12, 2020 through February 28, 2021.

CH:nm
Attachment



eFileCabinet

Your Renewal Statement is Ready



Quote for Fullerton School District - 2020 Renewal
QUOTE # Q037687

CONTACT:
Eric Barker
ebarker@efilecabinet.com
(801) 841-3225

3300 N. Ashton Blvd.
Suite 400
Lehi, UT 84043

(877) 574-5505
www.efilecabinet.com



RENEWAL ORDER FORM

Anna Im
Fullerton School District
Fullerton, CA 68638
7144477451

Dear Anna Im,

Thank you for the opportunity to work with your business, and we look forward to our continuing partnership with you as we move forward with renewing your subscription.

After our discussion and analysis of your business's continuing needs, I am happy to provide you with this detailed quote for renewing your eFileCabinet subscription. If you have any questions that are not addressed in your quote, please let me know so that we can discuss them. Otherwise, if you are ready to move forward with your renewal, sign the digital consent form on the online quote.

I am here to help make your eFileCabinet experience as easy as possible so that you can focus on your business. It's what we do, so don't hesitate to reach out to me with any questions or concerns.

Best Regards,

Eric Barker
(801) 841-3225 | ebarker@efilecabinet.com
3300 N Ashton Blvd, Lehi, UT 84043



Going paperless... It's not if, but WHEN.

"eFileCabinet offers a cost-effective solution that doesn't cut corners on the most important features."
-Business News Daily, 2019



RENEWAL ORDER FORM

Quote Number: Q037687

Name: Quote for Fullerton School District -
2020 Renewal

eFileCabinet

3300 N Ashton Blvd.

Suite 400

Lehi, UT 84043

Tel: (877) 574-5505

<p>Bill To</p> <p>Fullerton School District Anna Im Fullerton, CA 68638</p>	<p>Sold To</p> <p>Fullerton School District Anna Im Fullerton, CA 68638</p>
<p>Subscription Name: A-S00022346 Start Date: 02/15/2020 Renewal Term: 12</p>	<p>Currency: USD</p>

DETAIL	NAME	QUANTITY	EFFECTIVE-PRICE	DISCOUNT	TOTAL
Updated "Professional"	eFileCabinet Online Professional	10	\$468.00	40%	\$4,680.00
Updated "OCR Unlimited"	eFileCabinet Online Add-ons OCR Unlimited	1	\$350.00	65%	\$350.00
Subtotal:					\$5,030.00
Tax:					\$0.00
TOTAL:					\$5,030.00



RENEWAL ORDER FORM

DESCRIPTION

Upon signature by Customer and submission to eFileCabinet, this Order Form shall become legally binding and governed through [Sales as a Service Agreement](#) for eFileCabinet between eFileCabinet Inc. and Customer unless otherwise agreed by eFileCabinet and Customer.

Customer: Fullerton School District

DocuSigned by:
 Name *Nina Mota*
 9A7DB727C1FE48F...

Business Title Administrative Secretary, Certificated Personnel

Date 1/17/2020

Certificate Of Completion

Envelope Id: 4C5CC4BAD2A94C4685E1003B2A1A409D	Status: Completed
Subject: eFileCabinet Renewal Docs	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Eric Barker
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	3300 N Ashton Blvd, Ste 400
	Lehi, UT 84043
	ebarker@efilecabinet.com
	IP Address: 136.147.62.8


Record Tracking

Status: Original	Holder: Eric Barker	Location: DocuSign
1/17/2020 8:57:42 AM	ebarker@efilecabinet.com	

Signer Events

Nina Mota
 nina_mota@myfsd.org
 Administrative Secretary, Certificated Personnel
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9A7DB727C1FE48F...
 Signature Adoption: Pre-selected Style
 Using IP Address: 209.232.157.78

Timestamp

Sent: 1/17/2020 8:58:16 AM
 Viewed: 1/17/2020 9:07:06 AM
 Signed: 1/17/2020 9:09:30 AM

Electronic Record and Signature Disclosure:

Accepted: 1/17/2020 9:07:06 AM
 ID: 54c5ffe2-1e05-48fd-807f-973e180c6e8d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2020 8:58:16 AM
Certified Delivered	Security Checked	1/17/2020 9:07:06 AM
Signing Complete	Security Checked	1/17/2020 9:09:30 AM
Completed	Security Checked	1/17/2020 9:09:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact eFileCabinet:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: erichmond@efilecabinet.com

To advise eFileCabinet of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at erichmond@efilecabinet.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from eFileCabinet

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to erichmond@efilecabinet.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with eFileCabinet

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to erichmond@efilecabinet.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify eFileCabinet as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by eFileCabinet during the course of my relationship with you.

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE/RATIFY NEW RETAINER AGREEMENT FOR LEGAL SERVICES WITH LOZANO SMITH, ATTORNEYS AT LAW, EFFECTIVE JANUARY 21, 2020 THROUGH JUNE 30, 2020 AND ADJUSTED RATE EFFECTIVE JULY 1, 2020

Background: The District wishes to establish an hourly agreement with Lozano Smith, Attorneys at Law, to perform services as assigned in areas of special needs. The District maintains several similar agreements with law firms who possess strengths in special areas of the law. These agreements do not cost the District until tasks are assigned and services are rendered. The hourly rate and services charges are as follows

A summary of hourly rates and service charges are as follows:

<u>Basic Services</u>	January 21, 2020 – June 30, 2020	July 1, 2020 – June 30, 2021
Partner or Senior Counsel	\$262 /hour	\$275 - \$350 /hour
Associate Counsel	\$262 /hour	\$215 - \$285 /hour
Paralegal/Clerk	\$145 /hour	\$135 - \$195 /hour
Consultant		\$135 - \$195 /hour
 <u>Litigation Services</u>		
Partner or Senior Counsel	\$307 /hour	
Associate Counsel	\$278 /hour	
Paralegal/Clerk	\$167 /hour	
 <u>Cost and Expenses</u>		
In-office copying	\$0.25 per page	
Facsimile	\$0.25 per page	
Postage	Actual usage	
Mileage	IRS Standard Rate	

Rationale: Lozano Smith, Attorneys at Law, will provide legal expertise on a variety of items ranging from personnel issues to special education relations.

Funding: The cost for legal services will be paid from the Unrestricted and Restricted General Fund at the above referenced hourly rates.

Recommendation: Approve/Ratify New Retainer Agreement for legal services with Lozano Smith, Attorneys at Law, effective January 21, 2020 through June 30, 2020 and adjusted rate effective July 1, 2020.

CH:nm
Attachment



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 21, 2020, between the FULLERTON SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be

deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Fullerton School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 1/21/2020



PROFESSIONAL RATE SCHEDULE
FOR FULLERTON SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Effective rates for fiscal year 2019-2020 (Ending June 30, 2020) as follows:

General Services

Partner** / Senior Counsel / Of Counsel	\$ 262 per hour
Associate	\$ 262 per hour
Paralegal / Law Clerk	\$ 145 per hour

Litigation Services

Partner** / Senior Counsel / Of Counsel	\$ 307 per hour
Associate	\$ 278 per hour
Paralegal / Law Clerk	\$ 167 per hour

Effective July 1, 2020 the following rates will apply:

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the

use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1127 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1127 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,682.88
	Total	<u>\$1,682.88</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$1,682.88 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1127 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1210 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1210 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,712.64
	Total	<u>\$2,712.64</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,712.64 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1210 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B022 THROUGH 19/20-B024 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B022 through 19/20-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B022

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$3,986
2000	Classified Salaries	15,555
3000	Employee Benefits	-2,871
4000	Books and Supplies	-14,610
5000	Services & Other Operating Expenses	20,898
9789	Reserve for Economic Uncertainties	-14,986
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B023

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$127,239 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$40,000
8999	All Other Local Revenue	87,239
	Total:	<u>\$127,239</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$52,064
2000	Classified Salaries	69,450
3000	Employee Benefits	33,522
4000	Books and Supplies	-54,720
5000	Services & Other Operating Expenses	25,421
7000	Other Outgo	1,502
	Total:	<u>\$127,239</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for donations to various school sites, K-12 Strong Workforce Program, Early Learning Inclusive Pre-School (ELIP) and fine arts. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B024

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
2000	Classified Salaries	-5,000
4000	Books and Supplies	5,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE THE AGREEMENT FOR THE DIGITIZING AND INDEXING FOR THE COLLECTION OF DOCUMENTS BETWEEN FULLERTON SCHOOL DISTRICT AND ARC DOCUMENT SOLUTIONS**

Background: Over the past 70 years, Fullerton School District, (FSD), has entered into various school site construction and improvement projects. When a proposed project arises we may require the referencing of former site plans, and blueprints. Due to age, many of the existing documents have become frail and delicate. The electronic digitizing and indexing of the files will preserve the items and promote efficiency when referencing former site-plan documents.

Rationale: District staff recommends entering into an agreement with ARC Document Solutions. ARC Document Solutions is a full-service firm with vast experience of digitizing and indexing corporate and government records.

Funding: The contract amount not to exceed \$30,000 is to be paid from the General Fund.

Recommendation: Approve the agreement for the digitizing and indexing for the collection of documents between Fullerton School District and ARC Document Solutions.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **ARC Document Solutions, LLC**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide the services of the digitizing and indexing of various site plans and blueprints. The Fullerton School District must reference former site plans and blueprints, these items in many cases have become frail and delicate, it is in the best interest to electronically preserve the items, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **February 11, 2020** and will diligently perform as required and complete performance by **March 31, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **\$30,000.00**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A).**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A (or N/A).

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICES, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, CONTRACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY.

12. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

12.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

12.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation of the required insurance. The certificates of insurance providing the coverages referred to in clauses a

and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

14. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor's employees providing Services to students, if any as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

17. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful

discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

19. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
ARC Document Solutions
345 Clinton Street
Costa Mesa, CA 92626
With a copy to:
ARC Legal Department
12657 Alcosta Blvd., Suite 200
San Ramon, CA 94583

21. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

23. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

24. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

25. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and

equitable remedies against the breaching party.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 12TH DAY OF **February 2020**.


FULLERTON SCHOOL DISTRICT

ARC Document Solutions, LLC

By:

By:

Robert Pletka, Ed.D.



John J. Zulli, III
EVP, Operations North America

On File

Taxpayer Identification Number



ARC DOCUMENT SOLUTIONS SOFT ESTIMATE FOR:



**Archiving Information
Management Services**

December 16, 2019

Confidential

COVER LETTER OF INTRODUCTION

Thank you very much for the opportunity to propose our services to the Fullerton School District. We have fulfilled Scanning, Imaging and other Document Solutions services for many Architects, Engineers, School Districts, Developers, Property Management and Cities throughout the USA for many years.

ARC is the leading document solutions company in the United States, providing business-to-business document management services to the industry. The company provides our core services through a proprietary suite of reprographics and document imaging technology products, a nationwide network of locally branded service centers and more than 4,000 facilities management programs at client locations throughout the country.

We offer the following capabilities and expertise to Fullerton School District including:

- Vast experience with corporate and government records
- Precedent of scanning, data processing, indexing and metadata creation
- Cloud hosting services and data management
- Established local presence in the area
- State of the art equipment and production facilities
- Significant experience in document handling and conversion projects
- Tenured and experienced management and production staff
- Proven quality programs that ensure accuracy
- Advanced service offerings that can be leveraged by Fullerton School District for future initiatives

ARC has a long list of satisfied clients that include government, health, industrial, financial, education, and construction. This unique combination of technical knowledge and production expertise results in the creation of sophisticated production control technology, which is customized for each project to provide quality and price competitiveness.

We understand Fullerton School District is looking for Digitizing and Indexing services for a collection of documents. These documents have been reviewed by our ARC team member. Here is a unit cost breakdown including Data Capture and File Indexing based on our assessment & conversation with Fullerton School District representative. This is a living assessment that is subject to change as we move forward with our analysis of volume document types and output required by Fullerton School District

Looking forward to your feedback,

Sincerely,

Don Butler

American Reprographics Company, LLC

SCOPE OF WORK

What ARC will provide:

Document Conversion, Quality Assurance and renaming to PDF.

SECURE: ARC will go on-site to box documents, apply box barcode chain of custody labels, retrieve files from Fullerton School District and transport them to its archive facility location in City Of Industry for processing and scanning. Upon retrieval from Fullerton School District, the documents will remain in ARC's custody. Documents are transported by ARC to ARC's location and only handled by ARC employees. Images remain on ARC's secure servers, until the final deliverable is returned to Fullerton School District. No third parties are involved with the scanning process, transportation or storage.

PREP: ARC will prepare your documents for scanning by removing all binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.).

SCAN: ARC will scan all documents.

DETAILED PROCESSING STEPS:

- ARC will come onsite to securely box all documents for transportation.
- ARC will capture info found on each plan-set drawer for the purpose of replacement at project completion.
- ARC will scan all documents at 200 DPI, B&W images into one multipage PDF document per plan-set.
- ARC will re-assemble documents by re-stapling documents back into original sets as received. ARC will remove hanging tabs and sticks and will return all sticks.
- Index: Will capture label info located on drawer and/or 1st page of plan-set. Folder structure and final naming convention to be determined upon review.
 - School Name
 - DSA # or Project Name
 - Date
- ARC will return all documents in transportation boxes upon project completion and customer approval.
- ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.
- ARC will return images on a 32 GB thumb-drive.
- Project completion is estimated at 45 to 60 business days after indexing and quality has been approved.

Rates & Services Pricing

Service	Description	QTY	Unit	Per Unit	Extended
Plan Sheet Imaging – B&W	Convert Large Format Sheets to PDF (12x18 up to 36x48) B&W - 200 DPI .	25,500	Image	\$0.85	\$21,675.00
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 4 Short Attributes & Document Exploration .	1,700	Roll	\$0.45	\$765.00
Onsite Retrieval Prep	Document Packaging (no inventory) to make ready for transport. ; will capture original drawer info.	20	Hour	\$65.00	\$1,300.00
Document De-Prep Labor	Restoring or Re-binding of physical documents after scanning to original state .	1,700	Roll	\$0.25	\$425.00
Logistics	Document Transportation - Pickup* .	2	Trip	\$85.00	\$170.00
Onsite Retrieval Prep	Return of plan-sets to original drawers .	8	Hour	\$65.00	\$520.00
Logistics	Document Transportation - Delivery* .	2	Trip	\$85.00	\$170.00
Data Deliverable	32 GB Drive with Data .	1	Each	\$50.00	\$50.00
				Service Total	\$25,075.00

Additional Scope Details:

Chain Of Custody Level – Box/Drawer Level

Note: Prices submitted are considered firm for sixty (60) days. The pricing above is based on the initial assessment and 'best' condition assumptions excluding 'Additional Scope Questions'. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from Fullerton School District prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. Fullerton School District will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to insure timely feedback & authorization.

ARC Document Solutions Team

Andrew Sarmiento
Senior Account Executive
213-745-3153 andrew.sarmiento@e-arc.com

Don Butler
Regional Manager - AIM Operations
657-255-0324 don.butler@e-arc.com

Dorothy "Dory" Starnes
Project Manager
626-362-2890 dorothy.starnes@e-arc.com

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **APPROVE CONTRACT FOR THE PURCHASE OF DSA PREAPPROVED SHADE STRUCTURES FROM FULLERTON JOINT UNION HIGH SCHOOL DISTRICT PIGGYBACKABLE BID NO. 1819-11 AWARDED TO SHADE STRUCTURE, INC. DBA USA SHADE & FABRIC STRUCTURES, THROUGH JUNE 30, 2024**

Background: Fullerton Joint Union High School District Bid No. 1819-11 for Shade Structures was awarded to Shade Structure, Inc. DBA USA Shade & Fabric Structures. Staff has reviewed the contract and has determined that it is a cost-effective means of purchasing DSA preapproved Shade Structures. The initial term of the proposed contract is February 20, 2019 through June 30, 2024.

Public Contract Code Section 20118 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another public agency.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing DSA preapproved Shade Structures as required throughout the district.

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve Contract for the purchase of DSA preapproved shade structures from Fullerton Joint Union High School District piggybackable bid No. 1819-11 awarded to Shade Structure, Inc. DBA USA Shade and Fabric Structures, through June 30, 2024.

RC:MM

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR THE DEMOLITION AND REMOVAL OF THREE (3) WOOD STRUCTURE ROOF/LUNCH SHELTERS, TWELVE (12) CONCRETE COLUMNS AND A LARGE METAL STRUCTURE AT RICHMAN ELEMENTARY SCHOOL**

Background: On July 24, 2018, the Board of Trustees approved a unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of school site repairs, installation, maintenance, and replacement work. This unit price contract allows the District to procure general contractor services on an as-needed basis. The removal of the existing worn and damaged items will help ensure the safety of students and staff of Richman Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount not to exceed \$55,422.72 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to with: Richman Elementary School, 700 S Richman Avenue, Fullerton, CA 928352, the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 11th day of February 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Insurance Agency, Inc.; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this project was for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR VALENCIA PARK ELEMENTARY PLAYFIELD IMPROVEMENTS RE-BID

Background: On July 30, 2019, the Board of Trustees approved a the award of a contract for The KYA Services, LLC, Project No. 1-1-18568, under the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, of playfield improvements for the safety of staff and students attending Valencia Park Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The contract amount not to exceed is \$316,921.30 to be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC for Valencia Park Elementary Playfield Improvements Re-Bid.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to with: Valencia Park Elementary School, 3441 W. Valencia Dr., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 30th day of July, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 11th day of February 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-18568 of playfield improvements for the safety of staff and students attending Valencia Park Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2020,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **AWARD CONTRACT FOR TRANSPORTATION DEPARTMENT MODULAR BUILDING, FSD-19-20-MF-03 RE-BID, FOR THE INSTALLATION OF A NEW MODULAR CLASSROOM BUILDING TO BUILTALL CONSTRUCTION**

Background: The Fullerton School District advertised for bids for Transportation Department Modular Building FSD-19-20-MF-03 RE-BID. Fourteen (14) contractors attended a mandatory job walk on December 19, 2019 and eight (8) contractors submitted a bid on January 22, 2020.

Contractor	Bid Amount
BUILTALL CONSTRUCTION	\$882,750.00
New Dimension General Construction	\$896,000.00
IVL Contractors	\$958,000.00
Roadway Engineering & Construction	\$963,400.00
Pub Construction, Inc.	\$999,000.00
DBMC, Inc	\$1,043,000.00
Dalke & Sons Construction	\$1,056,890.00
Marjani Builders	\$1,195,000.00

Rationale: Legal advertisements of notice calling for bids was placed in the *Daily Journal* on December 11th 2019 and December 18th 2019, staff received and opened eight (8) bids. District has reviewed and recommends the award to BuiltALL Construction.

Funding: The contract amount of \$882,750.00 will be paid from the General Fund.

Recommendation: Award contract for Transportation Department Modular Building, FSD-19-20-MF-03 RE-BID, for the installation of a new modular classroom building to BuiltALL Construction.

RC:MM:SS:ys

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH PAUL FLOWERS, A STATE CERTIFIED INSTRUCTOR, TO PROVIDE TRAINING SERVICES TO OUR SCHOOL BUS DRIVERS IN ORDER TO REMAIN COMPLIANT WITH STATE LAWS AND REGULATIONS DURING THEIR EMPLOYMENT AT FULLERTON SCHOOL DISTRICT**

Background: Bus Drivers are required to receive a minimum of 10 hours training annually to comply with state laws and regulations and legally drive a school bus. A State Certified Instructor must do all training documentation. Fullerton School District is currently recruiting for a State Certified Instructor.

Rationale: This will meet the State minimum requirement to ensure that Fullerton School District Bus Drivers are compliant in safety training, state laws and regulations until hiring our new State Certified Instructor.

Funding: Cost is not to exceed \$10,000 from the Transportation Department budget.

Recommendation: Approve Independent Contractor Agreement with Paul Flowers, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.

RC:MM

Attachment

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Paul Flowers

Name of Independent Contractor

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide Provide training services to school bus drivers to be compliant with State Laws and Regulations hereinafter referred to as "Services." (Describe services or refer to a written proposal and attach the proposal as an exhibit to the Agreement.)

Services shall be provided by Paul Flowers (Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on February 12, 2020, and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Ten Thousand Dollars Dollars (\$10,000.00). District shall pay Contractor according to the following terms and conditions:

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: (Describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A.) N/A

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed

insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000 Employers' Liability

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: _____

Contractor:
Name: PAUL FLOWERS
Address: 3162 SUNSET VISTA CT.
City, ST, Zip: CHINO HILLS CA 91709
Attn:

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 12 day of February, 2020.

FULLERTON SCHOOL DISTRICT

CONTRACTOR NAME:

By: _____

By: PAUL Flowers

(Signature) _____

(Signature) Paul Flowers

Title:

Title: STATE INSTRUCTOR / DRIVER TRAINER

Date:

Date: 1-22-20

**Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833**

Taxpayer I.D. Number:

ON FILE

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on January 27, 2020.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/27/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/11/20**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
WOC	Working Out of Class
LOA	Leave of Absence
NLA	No Longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sissons	Alyssa	Instructional Asst./SE II	6% Medical Stipend	12/4/19	54	6.00	121	B14/5
Linarez	Cristina	Instructional Asst./SE II	Add 2% Medical Stipend	11/8/19	12	6.00	121	B14/2
Sanchez	Rosita	Playground Supervisor - Sub	Add Inst. Asst/SE I - Sub classification	12/2/19	99	0.00	121	B11/1
Vega	Christian	Custodian I - Sub	Add Transporter - Sub classification	12/3/19	50	0.00	531	B20/1
Employee ID	4972		CFRA Leave 10/30/19-1/3/20, returning 1/6/20	12/20/19				
Employee ID	5550		CFRA Leave 12/23/19-1/3/20	12/20/19				
Employee ID	2292		FMLA 11/26/19-12/30/19	11/18/19				
Employee ID	4941		FMLA 11/27/19-12/31/19	11/27/19				
Guerrero	Sandra	Food Service Asst. I	Hire Probationary Status	11/15/19	90	2.00	606	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Gomez	Joel	Bus Driver - Sub	Hire Sub Status	12/2/19	56	0.00	565	B21/1
Tualla	Raymond	Custodian II - Sub	Hire Sub Status	12/11/19	53	0.00	542	B24/1
Sambrano	Jennifer	Food Service Asst. I - Sub	Hire Sub Status	12/16/19	90	0.00	606	B8/1
Cornejo	Kathleen	Health Asst. - Sub	Hire Sub Status	12/6/19	99	0.00	100	B17/1
Cruz	Anthony	Mechanic I - Sub	Hire Sub Status	12/9/19	56	0.00	565	B25/1
Gebhart	Susan	Playground Supervisor - Sub	Hire Sub Status	12/4/19	99	0.00	100	B7/1
Castel De Oro	Marissa	Playground Supervisor - Sub	Hire Sub Status	12/12/19	99	0.00	100	B7/1
Arreola	Jacquelin	Playground Supervisor - Sub	Hire Sub Status	12/13/19	99	0.00	100	B7/1
Duran	Aurora	Instructional Asst./SE I	Increase from 3hrs to 6hrs	10/18/19	15	3.00	242	B14/2
Employee ID	7554		LOA 1/7/20-2/18/20 (revised dates)	12/26/19	24	15.5/wk	100	B11/2
Employee ID	3784		Medical Leave 12/9/19 - 1/6/20	12/13/19	60			

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	6078		PDL 12/9/19-4/1/20	12/23/19				
Vasquez	Jessica	Food Service Asst. I	Replacement for Cristina Luna	12/3/19	90	1.30	606	B8/1
Trumpour	Brittany	Instructional Asst./Rec.	Replacement for Erin Vasquez	12/3/19	10	3.00	100	B11/3
Cipriano	Christy	Food Service Asst. I	Replacement for Esther Surjanto	12/12/19	90	1.50	606	B8/4
Hammouri	Hana	Food Service Asst. I	Replacement for Sandra Guerrero	12/30/19	90	6.50	606	B8/6
Mohammed	Parisa	Supervisor, Nutrition Services	Replacement for Shannon Illingworth	12/9/19	90	8.00	606	M10/3
Morones	Cynthia	Health Asst.	Resignation - Will not remain as Sub	12/17/19	10	3.75	402	B17/2
Tran	Jennifer	Instructional Asst./Rec.	Resignation - Will not remain as Sub	12/17/19	21	3.75	100	B11/3
Barrios	Kristin	Instructional Asst./SE II	Resignation - Will not remain as Sub	12/19/19	17	6.00	242	B14/2
Bernardo	Krysten	Instructional Asst./SE II	Resignation - Will not remain as Sub	12/19/19	13	6.00	504 (50%) 505 (50%)	B14/2
Salalima	Shaila	Instructional Asst./SE II	Resignation - Will not remain as Sub	12/19/19	15	6.00	242	B14/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Olivares	Jessica	Social Services Asst.	Resignation - Will not remain as Sub	12/19/19	20	6.00	212	B17/4
Biviano	Daniel	Instructional Asst./Reg.	Resignation on Probation - will not remain as Sub	12/19/19	19	3.75	100	B11/1
O'Neil	Julie	Instructional Asst./Reg.	Resignation on Probation - will not remain as Sub	12/19/19	15	3.00	100	B11/1
Vasquez	Genesis	Instructional Asst./Reg.	Resignation on Probation - will not remain as Sub	12/19/19	28	3.00	383	B11/1
Guerrero	Sandra	Playground Supervisor - Sub	Resigned from FSA I and rehired as Playground Sup Sub	11/21/19	90	0.00	100	B7/1
Rocha	Antonio	Buyer - Sub	Separation - NLA	12/6/19	50	0.00	531	B28/14
Hogan	Janice	Clerical Asst. I - Sub	Separation - NLA	12/6/19	99	0.00	403	B17/1
Medina	Idris	Clerical Asst. I - Sub	Separation - NLA	12/6/19	99	0.00	403	B17/1
Lopez	Guadalupe	Custodian I - Sub	Separation - NLA	12/26/19	53	0.00	542	B17/1
Rohm	Raquel	Instructional Asst./Reg. - Sub	Separation - NLA	12/6/19	99	0.00	100	B11/1
Luong	Jean	Instructional Asst./SE - Sub	Separation - NLA	12/6/19	99	0.00	242	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mann	Nicole	Instructional Asst./SE - Sub	Separation - NLA	12/6/19	99	0.00	242	B14/1
Martinez	Bernadette	Instructional Asst./SE - Sub	Separation - NLA	12/6/19	99	0.00	242	B14/1
Chandler	Maria	Instructional Asst./SE - Sub	Separation - NLA	12/23/19	99	0.00	121	B14/1
Larios	Lucero	Payroll Technician II - Sub	Separation - NLA	12/6/19	50	0.00	530	B24/2
Cabrera	Debora	Playground Supervisor - Sub	Separation - NLA	12/6/19	99	0.00	100	B7/1
Padilla	Jessyca	Playground Supervisor - Sub	Separation - NLA	12/6/19	26	0.00	100	B7/1
Willis	Alma	Instructional Asst./SE I	Service Retirement - Will not remain as Sub	12/19/19	19	4.00	130	B14/6
Roberson	Gary	Maintenance Worker II	Service Retirement - Will remain as Sub	12/18/19	53	8.00	533	B27/6
Romo	Hugo	Custodian I	Temporary Add'tl Hours - NTE 11.25	11/25/19	53	19/wk	542	B17/6
Siqueiros	Ignacio	Custodian I	Temporary Add'tl Hours - NTE 11.25	11/25/19	53	18.75/wk	542	B17/6
Stenos	Evangelia	Food Service Asst. I	Temporary Add'tl Hours - NTE 128 hours	12/2/19	90	2.50	606	B8/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Arechiga	Gina	Bus Driver	Temporary Add'tl Hours - NTE 16 hours	12/26/19	56	28.6/wk	565	B21/5
Pirali	Oralia	Bus Driver	Temporary Add'tl Hours - NTE 16 hours	12/26/19	56	31.1/wk	565	B21/6
Gonzalez	Eduardo	Food Production Manager	Temporary Add'tl Hours - NTE 16 hours	11/25/19	90	8.00	606	M6/3
Wikes	Nancy	Supervisor, Nutrition Services	Temporary Add'tl Hours - NTE 16 hours	11/25/19	90	8.00	606	M10/3
Brandon	Nickolas	Custodian I	Temporary Add'tl Hours - NTE 24	11/25/19	53	18.75/wk	542	B17.1
Gonzalez	Benito	Custodian I	Temporary Add'tl Hours - NTE 24	11/25/19	53	25/wk	542	B17/6
Singh	Parveen	Account Clerk I	Temporary Add'tl Hours - NTE 3.5	12/20/19	90	6.00	606	B20/1
Mondragon	Gloria	Food Service Asst. I	Temporary Add'tl Hours - NTE 32 hours	12/2/19	90	2.50	606	B8/6
Cornejo	Maria	Food Service Asst. I	Temporary Add'tl Hours - NTE 40 hours	11/18/19	90	2.00	606	B8/6
Mohammad	Parisa	Supervisor, Nutrition Services	Temporary Add'tl Hours - NTE 40 hours	12/17/19	90	8.00	606	M10/3
Wikes	Nancy	Supervisor, Nutrition Services	Temporary Add'tl Hours - NTE 40 hours	12/20/19	90	8.00	606	M10/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Juarez	Elizabeth	Clerical Asst. I - Sub	Temporary Add'tl Hours - NTE 584 hours	12/2/19	56	0.00	565	B17/1
Arroyo	Gloria	Food Service Asst. I	Temporary Add'tl Hours - NTE 64 hours	12/2/19	90	4.00	606	B8/6
Sukhadia	Jayantika	Food Service Asst. I	Temporary Add'tl Hours - NTE 64 hours	12/2/19	90	3.80	606	B8/6
Aguinaga	Guadalupe	Food Service Asst. I	Temporary Add'tl Hours - NTE 70 hours	11/5/19	90	6.00	606	B12/6
Reyes	Georgina	Bus Driver	Temporary Add'tl Hours - NTE 8	12/20/19	56	30.6/wk	565	B21/6
Estrada	Rally	Food Service Asst. I	Temporary Add'tl Hours - NTE 99 hours	12/2/19	90	2.50	606	B8/6
Fregoso	Ernesto	Stock Clerk/Transporter	Temporary Add'tl Hours from 11/25/19-1/3/20	11/25/19	50	8.00	531	B22/6
Employee ID	7554		Temporary LOA 1/6/20-2/19/20	12/20/19	24	15.5/wk	100	B11/2
Employee ID	3586		Temporary LOA 12/10/19-1/3/20, returning 1/6/20	12/23/19	59	4.00	409	B21/6
Employee ID	7182		Temporary LOA 12/23/19-6/1/20	12/20/19	17	18.75/wk	302	B11/3
Employee ID	8025	Instructional Asst./Reg.	Termed on Probation	12/13/19	28	3.25	383	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Naranjo	Angela	Instructional Asst./Rec.	WOC as ASES Site Lead	9/30/19	60	8.00	329	B18/4
Surjanto	Esther	Food Service Asst. I	WOC as Food Production Coordinator Asst.	12/13/19	90	3.80	606	B26/1
Hernandez	Leticia	Food Production Coordinator Asst.	WOC as Food Production Manager	12/13/19	90	8.00	606	B26/6
Adams	Pamela	Food Service Asst. III	WOC as Food Specialist	12/2/19	90	8.00	606	B21/5

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

_____ Chairperson

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.

_____ Clerk/Secretary

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE RENEWED PLACEMENT AGREEMENT WITH BRANDMAN UNIVERSITY EFFECTIVE MARCH 1, 2020 THROUGH MARCH 1, 2023**

Background: Brandman University is an extension of the Chapman University System, and is a fully accredited institution of higher education. The District has a long-standing partnership with Chapman University and Brandman University in support of their teacher preparation, school psychology, and education administration programs. At this time, Brandman University wishes to renew its placement agreement with the District to enable their students the opportunity to complete their practicum in schools within the District.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: No cost to Fullerton School District.

Recommendation: Approve Renewed Placement Agreement with Brandman University effective March 1, 2020, through March 1, 2023.

CH:nm
Attachment



SUPERVISED INTERNSHIP AGREEMENT

This form shall be used with a student who is currently enrolled in a program in which a supervised internship is required with Brandman University or Chapman University.

SCHOOL PSYCHOLOGY

EDUCATION ADMINISTRATION

SCHOOL COUNSELING

THIS AGREEMENT is made and entered into on this _____ day of _____, 20____, between the UNIVERSITY and the _____ School District and the _____ FIELDWORK SITE.

WHEREAS an INTERNSHIP is defined as a period of academic credit earned to provide educational experience which is both supervised and approved by the UNIVERSITY and the FIELDWORK SITE; and whereas at this time the INTERNSHIP has been approved by the California Commission on Teacher Credentialing (CCTC);

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY shall ensure that the student has had completed the appropriate educational requirements and is currently enrolled in the program.
- B. The UNIVERSITY shall designate a faculty member to coordinate, supervise and evaluate with the classroom teacher or district supervisor at the FIELDWORK SITE the activities which the student is engaged in at the FIELDWORK SITE and report findings periodically.
- C. The UNIVERSITY shall provide appropriate academic preparation of the student regarding his/her performance at the FIELDWORK SITE and shall assume the UNIVERSITY's role of faculty member at the FIELDWORK SITE.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide and supervise in each instance of a student at the FIELDWORK SITE and shall be directly responsible and identifiable as such employee of the FIELDWORK SITE as provided on the designated appropriate form to both the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide the student with appropriate supervision that is directed in terms of both content and performance and shall be responsible for the student's performance.
- C. The FIELDWORK SITE shall provide and through its representative shall maintain an appropriate record of the student's performance and shall be responsible for the student's performance at the FIELDWORK SITE.

Agreement

6. This Agreement shall be deemed to be made with the State of California in effect at the time the parties to this Agreement should be at the time of the execution of the agreement and it is intended that the agreement shall be enforceable in California.

IV. TERM AND TERMINATION OF AGREEMENT

7. THE TERM of this Agreement shall be for a period of one year and shall be renewed automatically for one year unless terminated in writing by either party.

8. THIS AGREEMENT may be terminated by either UNIVERSITY or IELOR SITE with or without cause. It is understood that in the event of termination of this Agreement, the parties shall be bound by the terms of the agreement at the time of termination and shall be responsible for the costs of the termination.

SIGNATURES:

IELOR SITE Signature _____
Name _____
Title _____
Date _____

UNIVERSITY Signature _____
Name _____
Title Executive Vice Chancellor and
Administrative and Financial Affairs Officer
Date _____

Appendix A
Definition of Internship

- A. An INTERNSHIP is defined as a program of instruction and training provided to a student by a faculty member at the UNIVERSITY of the STATE OF NEW YORK in a field of study which is related to the student's major field of study and which is approved by the UNIVERSITY.
- B. INTERNSHIP programs shall be conducted at the UNIVERSITY of the STATE OF NEW YORK or at a site approved by the UNIVERSITY of the STATE OF NEW YORK. The UNIVERSITY of the STATE OF NEW YORK shall be responsible for the selection, training, and supervision of the interns. The UNIVERSITY of the STATE OF NEW YORK shall also be responsible for the payment of the interns' tuition and other expenses.
- C. The UNIVERSITY of the STATE OF NEW YORK shall be responsible for the payment of the interns' tuition and other expenses. The UNIVERSITY of the STATE OF NEW YORK shall also be responsible for the payment of the interns' stipend and other expenses.
- D. The UNIVERSITY of the STATE OF NEW YORK shall be responsible for the payment of the interns' tuition and other expenses. The UNIVERSITY of the STATE OF NEW YORK shall also be responsible for the payment of the interns' stipend and other expenses.
- E. The UNIVERSITY of the STATE OF NEW YORK shall be responsible for the payment of the interns' tuition and other expenses. The UNIVERSITY of the STATE OF NEW YORK shall also be responsible for the payment of the interns' stipend and other expenses.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

A) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours. The candidate must be supervised by a school counselor who is licensed in the state of Florida.

B) Candidates must be supervised by a school counselor who is licensed in the state of Florida.

- a) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- b) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- c) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- d) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- e) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- f) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- g) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- h) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- i) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- j) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- k) Candidates must be supervised by a school counselor who is licensed in the state of Florida.
- l) Candidates must be supervised by a school counselor who is licensed in the state of Florida.

C) The DIELER SITE has candidates activities that are assigned at minimum of 100 hours of fieldwork.

D) The DIELER SITE is in collaboration with the UNIVERSITY of Florida to provide candidates with a minimum of 100 hours of fieldwork.

E) The DIELER SITE has candidates that the student receive a minimum of 100 hours of fieldwork.

F) The DIELER SITE provides candidates with the UNIVERSITY of Florida a minimum of 100 hours of fieldwork.

G) The DIELER SITE has candidates that the student receive a minimum of 100 hours of fieldwork.

I. Specific Supervision Requirements School Psychology Fieldwork:

A) Candidates are assigned to work with a school psychologist in a school setting for a minimum of 100 hours. The candidate must be supervised by a school psychologist who is licensed in the state of Florida.

B) Candidates must be supervised by a school psychologist who is licensed in the state of Florida.

C. Provide evidence with a valid accreditation program

1. Provide evidence that due to a valid accreditation program

a. Data and direct materials Acquisition and management identified and the program

b. Curriculum and evaluation with other organizations and certification of accreditation program

c. Accreditation process and program academic standards and procedures

d. Evidence of quality and effectiveness of the program

e. Human resources management with quality and commitment

f. Learning assessment data and evaluation activities and program

g. Certification is provided and documented activities

h. Certification is identified as a program accreditation

i. Learning assessment and technical and information system

E. The IELER SITE has provided activities that are available at minimum level of accreditation evidence as a result of the middle school which had which the

1. The IELER SITE is associated with the UNIVERSITY in direct or other school which has at least one school in Sch... school to the... The student may also with the... school... activities is to each... to provide... that to... school

G. The IELER SITE has provided that the student... a... of... the... and... a... the... time... at the... the IELER SITE...

H. The IELER SITE... with the UNIVERSITY... at... the... of each... the...

I. The IELER SITE has provided that the student... the... a... the... and... in addition... that the student is... to... in... SEL... and... that... is... time... to attend... the... a... program...

School Administration Fieldwork:

- A The IELTTS OR SITE has been identified to meet with individual academic management responsibilities in a school administration
- The IELTTS OR SITE has been identified to meet with responsibilities with a direct student population
- C The IELTTS OR SITE has been identified to meet with responsibilities with a direct educational program
- The IELTTS OR SITE has been identified that the student population is a group of students who are individual academic and have had a direct relationship with the school administration through their time management and direct interaction at the school with the IELTTS OR SITE
- E The IELTTS OR SITE has been identified in collaboration with the UNIVERSITY administration at that site to provide information on the student population and the role of each individual member
- The IELTTS OR SITE has been identified that the student population at the IELTTS OR SITE are part of the administrative staff and is provided a direct relationship with the school administration. In addition, it has been identified that the INTERN is provided to participate in direct student commitment and that he/she is provided with a time and is provided to attend administrative management responsibilities in a school administration

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND CALIFORNIA EMERGING TECHNOLOGY FUND (CETF) AND HUMAN I-T (HIT), FOR AFFORDABLE INTERNET PROGRAM TO EXPAND HOME BROADBAND ACCESS FROM FEBRUARY 15, 2020 THROUGH FEBRUARY 15, 2021**

Background: A few local internet service providers (ISPs) provide low cost monthly Internet access to families that qualify (based on income). California Emerging Technology Fund (CETF) is a non-profit that creates relationships between school districts and local information technology (IT) companies to assist local families with getting set up on the lowest cost Internet plans available.

Rationale: It is possible that a number of our parents/families are paying more for internet access than they need to be. This partnership will create a way for our families to contact an IT company (HIT) to assist them with finding and signing up for low-cost home Internet access.

Funding: There is no cost to this program for the District. HIT will provide IT support to parents, will answer all phone calls, etc. The District will expend time, resources advertising the program on our website, reaching out to families with this information through our Blackboard messaging system, and with our technicians and Technology Library Media Assistants telling students about the program.

Recommendation: Approve MOU between Fullerton School District, California Emerging Technology Fund, and Human I-T affordable home Internet access program from February 15, 2020 through February 15, 2021.

JM:kv
Attachment

**Affordable Internet Program Memorandum of Understanding
among the California Emerging Technology, Fullerton School District and
human-I-T to Expand Home Broadband Access**

This is a Memorandum of Understanding (MOU) is an agreement between and among the California Emerging Technology Fund (CETF), Fullerton School District (FSD) and human-I-T (HIT) to support awareness of affordable home broadband options and assisting households interested in adopting broadband and obtaining a free or low-cost computing device. When referring to all entities they will be known as “partners”.

In furtherance of this effort, this MOU establishes the framework for a working relationship between the parties to this agreement and summarizes the services and resources that each commits to this Program. All partners recognize that this is an initiative to support the students and families of FSD with the intention of continuing if all parties deem the results of value.

I. Context

CETF is seeking to partner with Fullerton School District to close the Digital Divide in a way that builds upon a shared goal of making sure no one is left behind in the Digital Age. CETF wants to join forces with public agencies to promote broadband adoption among disadvantaged customers or clients who are eligible for the discounted broadband programs. CETF seeks to leverage the mission of public agencies, especially school districts, in assisting low-income residents to move out of poverty by accessing services, including those available through the Internet. School districts find that online communications and services can benefit their students, parents and the district.

Having a CBO partner who works directly with families enables more households to adopt. human I-T (HIT) connects low-income individuals and non-profits to technology, internet, and digital training. By reusing instead of recycling electronics, HIT transforms e-waste into opportunities to promote digital inclusion and digital access.

Target Population

Fullerton School District (FSD) plays a leadership role in the delivery of quality education and services to more than 12,835 elementary students in Orange County. FSD provides education related services to over 2,895 English Language Learners and close to 48% of FSD families are on the Free or Reduced Lunch Program. In addition, there are many more households that are paying market rate that could also be eligible for affordable rates. The school district will send information to families that can then choose to contact human I-T. The District is not providing student or family information to human I-T or CETF. If a family wants to subscribe to an affordable offer the family will provide their personal information to the Internet Service Provider (ISP) and human I-T. CETF and HIT will not share or use any data collected other than

for the purpose of Internet sign up and all data collected will be destroyed if the relationship between the three parties was ended.

II. Scope of Work

CETF, FSD and HIT will work collaboratively to expand home connectivity in the Fullerton School District as described below:

FSD

- Work with partners to develop a work plan for the program.
- Contact 6,000 households on the Free and Reduced Lunch Program with a goal of 2,000 households connected and Chromebooks distributed to eligible households up to 2,000.
- Families in zip codes 92831, 92832, 92833, 92835 are not eligible for the Frontier Chromebook offer. However, they are eligible for affordable Internet offers.
- FSD will not provide a list of eligible district participants to the partners.
- Provide families the documentation needed to qualify and explore ways to store the documentation online.
- Use a combination of communications channels to reach households including email and text.
- Champion this partnership among school district and school site leadership.
- Actively communicate training opportunities using parent/guardian communication channels.

human I-T

- Work with partners to develop a work plan for the program.
- Assist interested households in person and over the phone, text, and email with home broadband connectivity and share all low-cost options available.
- Assist individuals with completing the sign up process for broadband at home.
- Provide low cost hardware when applicable to families who connect to low cost Internet.
- Refer families to organizations for digital literacy training by referring families to EveryoneOn.org
- Host sign up events at schools.
- Track and share data monthly from households that subscribed to the ISP of their choice with CETF as documentation of the subscription. human I-T describes to clients that it will request a copy of the first bill showing the name, address, account number, and new service.

CETF

- Work with partners to develop a work plan for the program.
- Assist FSD and human-I-T to modify and co-brand collateral materials for distribution to eligible households.

- Provide school banners to FSD for displaying at participating schools.
- Provide guidance on overall strategy, work plan and implementation of the partnership.
- Monitor and track issues with enrollment and share information with providers and state/federal regulators.
- Communicate to Frontier Communications the number of devices encumbered.

All Partners

- Assign designated staff responsible for overall project implementation.
- Host monthly call to review progress.
- Support partnership model with other school districts.

III. Deliverables

FSD, HIT and CETF will provide the following:

- A work plan agreed upon by all partners by February 15, 2020.
- FSD chooses collateral provided by HIT and CETF. FSD can request co-branding and edits so that parents know the program is affiliated with FSD.

IV. Partner Contacts

Jeremy Davis, CCTO	AJ Middleton	Marissa Canche
Assistant Superintendent of Innovation and Instructional Support	Program Manager	Program Manager
Fullerton School District	human I-T	California Emerging Technology Fund
jeremy_davis@myfsd.org	Jmiddleton@human-i-t.org	marissa.canche@cetfund.org
714-447-7478	562-247-0036	626-628-4204

V. Term of this MOU

This MOU will extend for one year from February 15, 2020 through February 15, 2021. There is the opportunity to extend the MOU and exceed the numbers should the demand for subscriptions and devices.

VI. Compensation

CETF will compensate human-I-T through amending existing Grant Agreements for subscriptions in the Frontier and Charter service areas consistent with existing Grant Agreements between CETF and HIT. The rates remain the same: \$60 for the Frontier Service Area; and \$120 for the Charter Service Area. The Chromebooks are only available free for households in the Frontier Service Area.

There is no legal or financial obligation for FSD. CETF nor HIT will provide financial compensation to FSD. This MOU is pursuant and subject to Frontier Communications fulfilling its public benefit obligations to provide free Internet-enabled computing devices (agreed-upon between CETF and Frontier as Chromebooks) and funding for grants to community-based organizations in compliance with the MOU between the California Emerging Technology Fund and Frontier Communications signed on October 23, 2015 and memorialized in the decision by the California Public Utilities Commission (CPUC) to approving Frontier's acquisition of Verizon landline network and service. Should Frontier Communications abandon its public benefit obligations and not be forced to comply by the CPUC and/or judicial courts, then CETF is hereby relieved of any obligation to provide computing devices and/or grant funding to human-I-T as set forth in this MOU.

VII. Independent Contractor

As an independent contractor, HIT will be responsible for all taxes and fees related to compensation and will not be entitled to employee benefits, workers compensation, unemployment insurance, or any other consideration provided by FSD.

VIII. Modification

Modification of this MOU can be made in writing by mutual consent of CETF, FSD and human-I-T.

IX. Termination

This MOU may be terminated by any party without cause upon 30 days written notice to CETF. CETF reserves the right to terminate the MOU at any time and to withhold, suspend or cancel any scheduling funding. In the event that CETF terminates the MOU as provided herein, human-I-T, as a CETF Grant recipient, shall return all unused Grant funds to CETF within the time period specified by CETF upon termination.

X. Applicable Law and Disputes

This MOU will be governed by the laws of the State of California. If any portion of this Agreement should be held to be invalid that will not adversely impact the validity of all other portions of the Agreement.

If a dispute between the parties to this MOU should arise, every effort will be made to resolve the dispute amicably. Should it prove impossible to resolve a dispute, then the dispute will be submitted to arbitration according to the rules of the American Arbitration Association.

XI. Indemnification

The California Emerging Technology (CETF) and human I-T agree to defend, indemnify and agree to hold harmless the District, and its Board of Education, officers, employees, representatives, agents, guests, invitees, and volunteers (“Indemnified Parties”) from any and all liabilities, claims, losses, judgments, damages, demands, costs, or expenses including court costs, arbitration costs and attorney’s fees that may be incurred as a result of, in connection with, or in any way related to the provision of goods or services to the District or on behalf of the District.

XII. Signatures

By affixing their signatures to this Agreement, both parties signify their agreement to all of its terms, as formulated above.

Jeremy Davis, CCTO
Assistant Superintendent of Innovation and Instructional Support
Fullerton School District
714-447-7478

Date

James Jack, Co-Founder
human-I-T
130 Pine Ave, Suite 200
Long Beach, California 90802

Date



Susan E. Walters, Senior Vice President
California Emerging Technology Fund
414 13th Street, 2nd Floor
Oakland, California 94612

02/05/2020
Date

Sunne Wright McPeak

Sunne Wright McPeak, President and CEO
California Emerging Technology Fund
414 13th Street, 2nd Floor
Oakland, CA 94612

02/05/2020
Date

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed. D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND SKY TECHNOLOGY SOLUTIONS FOR THE PURCHASE OF DISTRICT WIDE CABLING SERVICES BEGINNING JULY 1, 2020 THROUGH JUNE 30, 2024

Background: The District wants to purchase network cabling services for various sites throughout the district. Many of the Districts network cabinets were installed before modern networking equipment existed. Through a competitive bidding process the Fullerton School District has determined that Sky Technology Solutions is the most competitive bidder with regards to price, certifications and references.

Rationale: The modern network equipment that we purchase to stay current with networking technology does not fit correctly in some older cabinets. It is larger and prevents us from closing the doors to the cabinets. This allows more dust to enter and creates more noise. Replacing the cabinets requires us to rewire the whole cabinet. Also, periodically the Fullerton School District also requires Cat 6 network cable to be repaired or installed in classrooms and offices.

Funding: The total cost for this agreement is \$54,130.25 and 80% of the cost will be covered by eRate funding. The District will only be billed for the non-funded portion. The contract is completely dependent on eRate funding approval and the districts ability to pay at the time of purchase. If the District is denied eRate funding or the District lacks matching funds at the time of purchase, the contract is null and void and nothing will be owed by the Fullerton School District. The balance of the non-funded portion will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve agreement between the Fullerton School District and Sky Technology Solutions for the purchase of district wide cabling services, beginning July 1, 2020 through June 30, 2024.

JD:SR:kv
Attachment

February 3, 2020

**SKY Technology Solutions.
174 W. Lincoln Ave. #519
Anaheim, CA 92805
ATTN: Nathan Huynh
SPIN: 143049561**

Dear: Mr. Cohen

This letter will confirm our decision to purchase Network Cabling Services as described in the bid December 16, 2019 to the Fullerton School District in the amount of \$54,130.25 from your company during the next E-rate funding year beginning 07/01/2020 as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s), will be dependent upon the following conditions:

1. Final budget approval of project.
2. The current fiscal condition and the ability of the Fullerton School District to have matching funding at the time E-rate funding is procured.
3. Agreement confirmation on the March 11th regular school board meeting.
4. Award of associated E-rate funding.
5. The Fullerton School District will only be billed for the non discounted portion of the equipment and installation.

To accept these terms and conditions, please sign below and return by fax to **714-447-2819**.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with **SKY Technology Solutions** on this project.

Sincerely,

Fullerton School District
1401 Valencia Drive
Fullerton, CA 92833

Robert Pletka
Title: Superintendent

SKY Technology Solutions
174 W. Lincoln #519
Anaheim, CA 92805

Print Name:
Title: Executive Officer

Name Date

Name Date

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE NEW PARTNERSHIP AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND PERMISSIONCLICK**

Background: PermissionClick is a workflow management company that offers a web-based document flow/management system that streamlines acquisition of approvals and signatures. This company is an approved vendor with Alliance of Schools for Cooperative Insurance Programs (ASCIP), our third-party insurance and risk management provider. ASCIP is offering their existing district partners, at no cost, access to PermissionClick's Risk Transference and Policy Compliance tool for field trips and experiential learning.

Rationale: Using PermissionClick's online tool will make the acquisition of field trip permissions forms easier and ensure liability coverage.

Funding: There is no cost to the District as this service is paid for by ASCIP.

Recommendation: Approve New Partnership Agreement between the Fullerton School District and PermissionClick.

CH:nm
attachment



Fullerton Elementary School District

District Edition

Partnership Agreement



Permission Click

ASCIP Feature set

Pricing: Paid for by ASCIP

As per Permission Click's agreement with ASCIP, there is no charge to the District for the ASCIP Feature Set for the duration of this agreement.

Unique feature set created in partnership with Alliance of Schools for Cooperative Insurance Programs (ASCIP). This feature set focuses on Risk Transference and Liability Mitigation as it relates specifically to field trips, excursions, and experiential learning across your district.

- District Edition Base
 - All-school visibility, monitoring, and reporting
 - Up to three (3) district-level users
- School Edition account for all schools
 - Unlimited users, forms, & responses for each School Edition account
 - Full-featured form builder to create any type of school-level waiver/release/registration (etc) form
 - Google Translate (over 100 languages currently available)
 - Form Reporting and Response Dashboard
 - 24/7 access to Knowledge Base
 - Live Chat support during regular business hours
 - (Optional) payment collection, tracking, receipting, and reporting
- ASCIP Templates
 - All School Edition accounts will be pre-loaded with current ASCIP-approved field trip templates
 - District flexibility to lock, unlock, or modify sections as required
- 90-Day Onboarding Success Program
 - Industry-leading onboarding and support
 - Dedicated Customer Success Team Lead
 - Bi-weekly update calls
 - Account & user creation; account optimization
 - 1x Administrator Training Webinar (scheduled by district, recording provided)
 - Up to one (1) set of customized User Training documents (by request)

School Edition Features

Permission Click includes both a District Edition and School Edition which bolt together seamlessly. School Edition accounts will be created for each school in your district which is primarily used by School level staff and administrators to consume district forms, transmit and receive forms with parents, and conduct day to day reporting on form responses. A central District Edition account will be created and attached to each of the School Edition accounts allowing for distribution of centrally created forms and workflows, district-wide visibility, and reporting.

The '**School Edition Essentials**' edition is included with the ASCIP Feature Set license. Refer to **Exhibit C** for a full list of features included with your School Edition license.

District Edition Upgrade (Optional)

Pricing: Paid for by Fullerton Elementary School District

Beyond the ASCIP Feature Set described above, Permission Click gives your district the capability of templating forms, workflows, and processes central to policy compliance. A wide range of policies including Student Travel, Technology Acceptable Use, Human Resources, Media Release, and many more required forms and approval flows to demonstrate compliance.

District Edition Features

District Edition features (beyond the ASCIP Feature Set) included in this agreement:

- Public-Facing Templates (Technology Acceptable Use, Registration Forms, Facilities Rentals, etc)
- Internal Forms (Student Travel Request, Personal Development Request, Injury Reports, Purchase Requests, Change of School, etc)
- Customizable Internal and External Workflows with Live Revise (unlimited steps, multiple approvers, approval override)
- Dependency Questions (allows creation of logic-based approvals and workflows)
- Unlimited district-level users

School Edition Features

Permission Click includes both a District Edition and School Edition which bolt together seamlessly. School Edition accounts will be created for each school in your district which is primarily used by School level staff and administrators to consume district forms, transmit and receive forms with parents, and conduct day to day reporting on form responses. A central District Edition account will be created and attached to each of the School Edition accounts allowing for distribution of centrally created forms and workflows, district-wide visibility, and reporting.

The '**School Edition Standard**' edition is included as in your District Edition License upgrade.

Refer to the **Exhibit C** for a full list of features included with your School Edition license.

Onboarding Process

Permission Click and the District will be responsible for performing tasks throughout the 4 stages of onboarding. Your tailored onboarding plan will be finalized with your Customer Success Account Manager assigned at project start.

1. Customer Success Handoff Call
 - You will be introduced to your dedicated Permission Click Customer Success representative on a call which will include your Sales Representative, and your district project team.
 - Review the PC Onboarding task list
 - Create a cloud drive folder where assets and onboarding materials will be shared
 - Identify forms and target launch dates for each
 - Working backward from desired launch dates for forms, set dates for training and any notifications (parent, staff communications) associated with rollout
 - Discuss account creation and user management approach
2. IT Items
 - Create accounts and provision users

- Complete Google or Microsoft Active Directory hooks as required with district
 - Whitelist PC domains and IP addresses
- 3. Initial Form Build
 - PC team will build launch forms
 - Training and Review call with district team to review launch forms
 - Iterate as required
- 4. Build field support assets for rollout (as requested)
- 5. Send Internal Staff Comms (as required)
- 6. Conduct School Admin Webinar Training (as required)
- 7. Conduct Teacher Webinar Training (as required)
- 8. Send Parent Intro Communications (as required)
- 9. Launch
- 10. Conduct scheduled check-in calls following launch to ensure rollout is progressing smoothly

Training & Session Outline:

Workshop for School Site Administrators

- Proposed Timeline: 2 weeks after implementation
- Audience: District Administrators of Permission Click:
- Time: Tailored to the district depending on number of forms being implemented.
 - Recommended 1-2 hours. Subjects covered will include form tweaks, rostering, template/form creation and reporting.
- Optional post-training survey
- Access to the Knowledge Base (FAQ's/how-tos) The website provides a wealth of resources for teachers, including videos, interactive demos, screencasts, and documents on the methodology of the program.
- Help desk support Support is available for teachers and administrators via phone, email, and live chat

-

Workshop for School Staff (Teachers & Coaches)

- Proposed Timeline: 3 weeks after implementation (after Administrative training)
- Size: unlimited participants
- Audience: Teachers who will be using Permission Click:
- Time: Tailored to the district depending on number of forms being implemented.
 - Recommended 1-2 hours.
- Price: No charge; must be used within the first year of implementation

Other Included Components:

- Optional post-training survey
- Access to the Knowledge Base (FAQ's/how-tos) The website provides a wealth of resources for teachers, including videos, interactive demos, screencasts, and documents on the methodology of the program.
- Help desk support Support is available for teachers and administrators via phone, email, and live chat based on School Edition tier selected in this agreement

- Help desk support Support is available for teachers and administrators via phone, email, and live chat based on School Edition tier selected in this agreement

Re-training Workshop for District Administrators

- Proposed Timeline: 6 months to a year after implementation
- Size: unlimited participants
- Audience: Administrators of Permission Click:
- Time: Recommended 2 hours
- Subjects covered will include template/form building, process building, rostering, and reporting.
- Price: No charge; must be used within 18 months of Contract Start date.

Phase 4: Ad-hoc training available

Depending on time needed, we have additional training available for the following price:

- \$250 for a virtual training (2 hours)
- \$2000 for a half-day in-person training (3-4 hours)
- \$2500 for full-day in-person training and real-time form building

Ongoing Support

Support for users experiencing technical issues with the site is included. Users may contact us via in-app chat, phone, or email. Our Customer Success team will also support individual user requests for form building, site training, implementation, etc up to 2 hours per month. Additional time will be billed at a rate of \$100 per hour.

Implementation Plan

Core Project Team

- To be Assigned - Customer Success, PC
- Sandy Gill - Growth, PC
- Chad Hammitt, Assistant Superintendent, Fullerton Elementary School District
- Additional district sponsor and resources as assigned

Implementation Timeline

Implementation Timeline to be determined in partnership subsequent to date of signing. Timeline will be confirmed and finalized during onboarding based upon District needs.

License fees are invoiced annually, in advance. ***Commencement of onboarding activities will proceed upon receipt of payment.***

Your Investment

Pricing below is all-inclusive based on the Scope of Services outlined within this proposal.

ASCIP Feature Set License

Note: No charge to the District; these fees will be invoiced directly to ASCIP. Standalone ASCIP Edition license is for a three (3) year term, or for the period remaining in Permission Click's agreement with ASCIP.

Description	Rate	Qty	Subtotal
Onboarding Fee Four stage onboarding process as described above	\$5,000	1	\$5,000
Onboarding Fee ASCIP Partnership adjustment (invoiced to ASCIP)	-\$5,000	1	-\$5,000
Additionally Includes: Permission Click ASCIP Feature Set - Annual License Includes full access to the Permission Click ASCIP Feature Set for the duration of this Partnership Agreement. Normally, priced at 0.80 per student			
Total			\$0

District Edition License Upgrade

TOTAL AMOUNT BELOW TO INVOICED TO DISTRICT ANNUALLY

NOTE: partnership pricing indicated below is valid until March 06, 2020

Description	Price	Qty	Subtotal
To upgrade to a full District Edition License, please select your preferred agreement option below.			
<input type="checkbox"/> District Edition Features Annual License - One (1) Year Agreement Term District Edition Features as outlined in Overview	\$2.91	13,700	\$39,867
<input type="checkbox"/> District Edition Features Annual License - Three (3) Year Agreement Term District Edition Features as outlined in Overview Saving of \$6,165 over life of agreement vs. One year term	\$2.76	13,700	\$37,812
<input type="checkbox"/> District Edition Features Annual License - Five (5) Year Agreement Term District Edition Features as outlined in Overview Saving of \$20,550 over life of agreement vs. One year term	\$2.61	13,700	\$35,757
Total Annual License Fee (Year 1)			\$0

NOTE: Total Annual License Fee is subject to annual increase of 2.0% per year during each year in which this Agreement is in effect. All funds are in USD. Invoice issued and due upon signing.

ACKNOWLEDGMENT

I, Chad Hammitt have read and reviewed the above District Edition License options and have selected the option (by checking the appropriate checkbox above, where applicable) that I wish to purchase for my District.

 INITIAL
Chad Hammitt

District Information

Contact Information

Contract Approver

Name	Chad Hammitt
Title	Assistant Superintendent
Address	1401 W Valencia Dr Fullerton, California, 92833
Office Tel.	(714) 447-7400
Email	chad_hammitt@myfsd.org

Primary Contact

Name	Chad Hammitt
Title	Assistant Superintendent
Address	1401 W Valencia Dr Fullerton, California 92833
Office Tel.	(714) 447-7400
Email	chad_hammitt@myfsd.org

District Environment

District Demographics

No. of Students	13,700
No. of Schools	20

Agreement Terms

This Agreement shall commence on the Effective Date and terminate at the end of the number of months specified in the Agreement Term (the "Term").

Agreement Terms

Effective Date:	Upon Signing
Agreement Term:	Term as indicated by the District Edition License option selected.
Agreement Renewal Date	Effective Date plus the period indicated by the District Edition License option selected.
Contract Invoice Date	Invoiced and Due upon Signing For multi-year agreements, annual rebills will be invoiced 30 days prior to anniversary of Effective Date, Net 30.

Onboarding Agreement

This Onboarding Agreement (the "Agreement") is made and entered into between Fullerton Elementary School District, hereinafter referred to as "District," and Permission Click, a service provider, hereinafter referred to as "Contractor."

All correspondence to District should be sent via U.S. Mail to: Fullerton Elementary School District, 1401 W Valencia Dr, Fullerton, United States, 92833 or via email to Chad Hammitt at chad_hammitt@myfsd.org; correspondence to Contractor should be sent via International Mail to Permission Click Inc., 88 Adelaide Street, Winnipeg, MB, Canada R3A 0W2 or to Contractor's Agreement Manager at: finance@permissionclick.com

This Agreement shall govern all provisions for services which are to be delivered by Contractor to District at the expense of Alliance of Schools for Cooperative Insurance Programs ("ASCIP") and District. This Agreement is based upon the following Recitals and subject to the Terms and Conditions mutually agreed upon by the parties, and each of them.

Recitals

Whereas, District is a Local Educational Agency legally constituted in the State of California, and is fully empowered to enter into agreements with third parties for the provision of materials, services and related matters.

Whereas, District is a member agency of the Alliance of Schools for Cooperative Insurance Programs ("ASCIP"), a Public Agency Joint Liability Self-Insurance Pool.

Whereas, Contractor represents that it is a legally constituted entity fully licensed, empowered and otherwise authorized by law to provide District with access to a cloud based software system that the District can use to create, collect, store, and retrieve student permission forms;

Whereas, Contractor and ASCIP have entered into a Funding Agreement in which ASCIP has agreed to pay the one-time onboarding fee for the District to obtain the ASCIP Feature Set for each of its members who have entered into this Agreement and has offered, at its sole discretion and subject to its written approval, to pay for the costs for the District to upgrade to additional feature sets. The Funding Agreement is attached hereto as "Attachment A" and its terms are fully incorporated as set forth herein (hereinafter (the "Funding Agreement").

Whereas, Contractor and District are prepared to enter into this Agreement which sets forth additional provisions concerning Contractor's provision of cloud-based software programs at the expense of ASCIP. This Agreement is also intended to set forth the terms and conditions of certain additional upgraded feature sets which District may elect to purchase directly from Contractor at its sole cost and expense.

In consideration of the mutual promises contained in this Agreement Contractor and the District agree as follows:

Terms & Conditions

1. Contractor to Provide ASCIP Feature Set and ASCIP Approved Additional Feature Sets. Contractor covenants and agrees to provide at the expense of ASCIP, and the District agrees to accept, the onboarding and implementation of the ASCIP Feature Set and any approved upgraded feature sets which ASCIP has agreed to fund in accordance with the terms set forth in the Funding Agreement.

2. District Responsibilities

2.1. District shall be fully responsible for providing to Contractor, at District's own expense and in a timely manner, the following: (a) Completion of Contractor supplied form(s) to provide detailed information about the configuration of the services and to work with Contractor in good faith to complete the installation and configuration of the services; and (b) Contacts within the organization to support ongoing service provision decision making, change and contract management.

2.2. District shall be fully responsible for designating appropriate technical resource(s) from within their environment for the following: (a) Technical configuration in the District environment to enable connectivity to Contractor Services; (b) Configuration and testing of all District Equipment and/or software for compatibility with the Services, prior to service enablement, in collaboration with Contractor personnel; (c) Ongoing contact point(s) for service provisioning; technically capable and authorized to make service configurations decisions on behalf of the organization; and (d) Remediation of security issues in their environment as alerted to them via the School Edition portal. For District Edition and School Edition Premium Districts, remediation recommendations may be provided, but Districts retain final responsibility for implementing remediation and resolving issues.

2.3. District shall comply with all applicable privacy and electronic marketing laws applicable to District. District represents and warrants to Contractor that it has all required consents to collect, use and disclose any Personal Data through the Services.

2.4. Service Conditions. District acknowledges that, in the event of a support or trouble call, the District is responsible for onsite and/or remote cooperative testing with Contractor technical support personnel to assist in the diagnosis of the trouble, including the cost of a third-party vendor if District does not have internal resources available. Contractor may modify Services described herein to comply with various regulatory requirements (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction). District agrees to work with Contractor in good faith to amend this Agreement as necessary under these conditions. District acknowledges that the Services do not provide guarantee or warrant availability of data.

3. District Upgrade to Additional Feature Sets. Contractor covenants and agrees to implement and provide District with access to the additional feature sets set forth in the fee and expense schedule set forth in Exhibit A to this Agreement and incorporated herein. Fees and expenses authorized to be funded by the District are limited to those specific services identified in Exhibit A, and Contractor agrees to undertake no other services for the District under the auspices of this Agreement, whether directly or indirectly, without the prior written consent of the District.

4. Contractor Compensation. ASCIP will pay Contractor for District onboarding and implementation of the ASCIP Feature Set and any other approved upgraded feature sets in accordance with the terms set forth in the Funding Agreement. The District will pay Contractor directly for the additional feature set upgrades as set forth in Exhibit A. Contractor acknowledges and agrees that the District, and only the District, is responsible for payment for these additional feature sets purchased by the District, and that Contractor shall have no recourse or remedy against ASCIP as a result of any failure of the District to fully satisfy its payment obligations as set forth in Exhibit A. No changes to the fee and expense schedule and other authorized service charges are authorized without the express written consent by an executed written addendum to this Agreement sign the parties.

5. Terms of Agreement. This Agreement shall be effective from the Effective Date set forth above and shall expire on the third anniversary of the Effective Date and shall not be renewed or extended unless the Parties enter into a written agreement to extend the terms. Either party may terminate this Agreement without cause with 30 days written notice to the other party, provided that District shall only be entitled to a refund for any pre-paid fees in the event that Contractor terminates this Agreement under this Section.

6. Indemnification.

6.1. Contractor's obligation to indemnify the District and its legislative board, officials, officers, agents, employees, and representatives (District Indemnitees) as set forth in the Funding Agreement shall apply to this Agreement and are fully incorporated herein by this reference.

6.2. In addition to Contractor's indemnity obligations to the District Indemnitees as set forth in the Funding Agreement, Contractor shall, at its own expense, defend and indemnify the District Indemnitees in any action, suit or claim by a third party alleging that the services provided by Contractor under this Agreement infringe any patent, trademark, trade secret, copyright or any other proprietary right of such third party (an "IP Claim") or any third-party claim arising from a breach by Contractor of applicable privacy laws and shall pay settlement amounts agreed by Contractor and/or any losses, damages, liabilities, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against District by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by Contractor, (a) District shall notify Contractor promptly in writing upon becoming aware of all pending IP Claims; (b) District shall give Contractor sole control of the defense and settlement of such IP Claims; (c) District shall cooperate fully with Contractor in the defense and/or settlement of such IP Claims; and (d) District shall not settle any IP Claims without Contractor's consent, or compromise the defense of any such IP Claims.

6.3. District Indemnification. To the greatest extent allowed by law, District shall defend, indemnify and hold Contractor, its, officers, agents, employees, and representatives (the "Contractor Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Contractor Loss"), to the extent arising out of or incident to the sole willful misconduct or active negligence of District and its legislative board, officials, officers, agents, employees, and representatives arising from this Agreement. District's Indemnification includes any Contractor Loss sustained by the Contractor Indemnitees, and each of them, as a result of any false representation made to any AMA or other third-party of Contractor's services which is not set out in any of Contractor's documentation.

6.4. Scope of Defense Obligation. The indemnifications granted hereunder, and under the Funding Agreement, include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

6.5. Refusal to Defend/Indemnify. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the claim, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a claim is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said claim, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said claim; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the claim.

6.6. Survival. The Parties' respective obligations under this section shall survive the termination or expiration of this Agreement.

7. Insurance. Contractor agrees to abide by the insurance requirements of the Funding Agreement, which shall equally insure the District, and Contractor shall provide District with the original insurance certificates as required therein.

8. NO WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY LAW, CONTRACTOR HAS NOT MADE AND MAKES NO (AND CONTRACTOR'S AFFILIATES HAVE NOT MADE AND MAKE NO) REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, MERCHANTABILITY, CONDITION OR QUALITY, OF ANY OF THE SERVICES. DISTRICT RECEIVES ACCESS TO SERVICES FROM CONTRACTOR "AS IS." NEITHER CONTRACTOR NOR ITS AFFILIATES MAKE ANY WARRANTIES OR CONDITIONS, EITHER EXPRESSED OR IMPLIED, CONCERNING THE SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

9. Limitation of Liability.

9.1. Subject to and except for Contractor's service level agreement commitments in this Agreement and the exceptions set forth in the subsection set forth immediately below, under no other circumstances shall Contractor (or its officers, employees, subsidiaries, affiliates, or agents), or third-party service providers be liable to the District or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings, or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by Contractor and/or its third-party service provider, whether such liability is asserted on the basis of contract, tort, or otherwise, even if Contractor has been warned of the possibility of such damages. Subject to the same exceptions, in no event will any amount recoverable by the District against Contractor for direct damages in any action arising under or related to this Agreement exceed the sum of payments actually made to Contractor by ASCIP or District for the services provided by Contractor in the then immediately preceding six (6) consecutive months leading up to the event that gave rise to liability.

9.2. The foregoing Limitation Of Liability shall not apply to a data breach and is not intended to affect or supersede, or otherwise abrogate Contractor's obligations pursuant to Section 5 (Indemnification) of the Funding Agreement or Sections 6 (Indemnification), 7 (Insurance), 10 (Mitigation), or 16 (Confidentiality) of this Agreement.

10. Mitigation.

10.1. If (a) Contractor becomes aware of an actual or potential IP Claim, or (b) District provides Contractor with notice of an actual or potential IP Claim, Contractor may (or in the case of an injunction against District, shall), at Contractor's sole option and determination: (i) procure for District the right to continue to use the Services; or (ii) replace or modify the Services with equivalent or better software or technology so that District's use is no longer infringing; or (iii) if (i) or (ii) are not commercially reasonably available, terminate the licenses granted in this Agreement and refund District any pre-paid fees for the Term.

10.2. Exclusions. The obligations in this Section 10.2 do not extend to (a) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the services provided by Contractor with other products, software or services not provided by Contractor; or (b) any IP Claim related to or in connection with any modification of the services provided by Contractor by anyone other than Contractor.

11. Assignment. Contractor shall not assign this Agreement or any portion of this Agreement without the prior written consent of District by executed addendum, including execution by the authorized assignee, except that Contractor may assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of substantially all of Contractor's assets. . Should an assignment be consented to by District, the terms and conditions of this Agreement shall be binding on Contractor's successors and assigns. Prior to assignment, the assignee shall provide District with evidence of all insurance and licenses required by this Agreement.

12. Licenses and Authority to Do Business. Contractor warrants that it is a duly authorized entity fully empowered and legally entitled to enter into this Agreement and to agree to undertake and to perform the services recited. Contractor covenants and agrees to maintain, during the course of this Agreement, all necessary government and professional licenses, certifications and incidents of authority required for the legal performance of the contracted-for services. This includes but is not limited to, that Contractor shall ensure that all persons or entities hired or retained by Contractor shall hold and maintain current licenses and certifications required by law and standards and care. ASCIP maintains the right to request and immediately receive evidence of proper licensure and certificates at any time, upon request.

13. Applicable Law. This Agreement shall be construed, enforced and administered according to the laws of the State of California.

14. Conflict of Interest. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement.

15. Non-Discrimination. Contractor agrees that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies.

16. Confidentiality.

16.1. Under the terms of this Agreement, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code Section 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is considered confidential and protected from disclosure by the policies and procedures of one of the AMAs ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information of the District shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of the District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), upon the request of the District, and in the in the event the District's student data or pupil records are likely to be received by Contractor as a result of this Agreement, Contractor agrees to enter into a separate California Student Data Privacy Agreement attached hereto as Exhibit B.

16.2. General. In the course of performing the Services, either party will or may have access to certain confidential information concerning the activities of the other party. In particular, the District may have access to certain confidential information relating to the Services and internal methodologies of Contractor. Each party shall use commercially reasonable efforts to protect the confidential information of the other party from unauthorized use or disclosure and shall use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature, and in any event, no less of a standard than that used by a prudent business person to protect its own confidential information. Unless otherwise required by law, neither party shall, during the term of this Agreement or any time thereafter, either disclose any of such confidential information to any other party or use such confidential information for any purpose not contemplated by this Agreement.

17. Dispute Resolution. If any dispute should arise under this Agreement, the Parties agree to abide by the dispute resolution procedures as set forth in the Funding Agreement.

18. Integration. This Agreement and the Funding Agreement, including any attachments and exhibits thereto, constitute the final, complete and exclusive statement among the parties hereto, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and, inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless such agreement is in writing, signed by the parties to this Agreement, and specifically states that such agreement modifies this Agreement.

19. Interpretation. Any rule of law or legal decision that would require interpretation of this Agreement against the party that drafted it is not applicable and is waived, and the Agreement shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties. The section and paragraph headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect hereof. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require. Any reference to any specific statute, ordinance or other law shall be deemed to include any amendments thereto, or any successor or similar law addressing the same subject matter.

20. Severability. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law.

21. Counterparts. This Agreement may be executed in one or more counterparts, and each of which, so executed, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

22. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

23. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched to the address indicated in the opening paragraphs of this Agreement by (a) registered or certified mail, postage prepaid, in any post office in Canada; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

24. Miscellaneous. Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. Contractor shall not be responsible for delays or failure in performance resulting from acts beyond the control of Contractor, including but not limited to natural disasters, acts of God, war, terrorism, any change in or adoption of any law or regulation, or any telecommunication line failure.

25. Authority. The undersigned warrant that they are duly authorized representatives of the parties and have been empowered to execute this Agreement on behalf of party indicated.

26. Survival. In the event of expiration and termination of this Agreement, the following provisions shall survive any termination or expiration of this Agreement: Sections 6, 8, 9, 10, 16, and 17.

Acceptance of Terms

Customer acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Customer to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Customer.

IN WITNESS WHEREOF, the parties hereby signify their consent to enter into this Agreement as of the Effective Date, by their signatures affixed on the dates set forth below:



Permission Click Inc.	Fullerton Elementary School District
Per:  <small>2020-01-20 10:50:03</small>	Per:  SIGNATURE Chad Hammitt
Christopher Johnson CEO	Chad Hammitt Assistant Superintendent

Exhibit A

FEE & EXPENSE SCHEDULE FOR LICENSE UPGRADE/ADDITIONAL FEATURE SETS PURCHASED BY DISTRICT

No charge to the District for the ASCIP Feature Set for duration of this agreement.

Additional feature set pricing as negotiated with the District. (Refer to **Investment** section this agreement for District-specific upgrade pricing and features.)

Exhibit B

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

To be provided by ASCIP and/or District.

Exhibit C

School Edition Features

School Edition Features, by edition, are as summarized in the table below.

NOTE: Permission Click reserves the right to add or delete features, over time.

School Edition Features	Essentials	Standard	Pro
Public Forms & Templates <i>Send your school's forms home to parents digitally. You can also create templates for common forms for teachers/staff to use as a master copy.</i>	Y	Y	Y
Public Workflow Automation <i>Add internal approval or review steps prior to staff sending forms out.</i>		Y	Y
Internal Forms & Templates <i>Create internal forms such as conference travel requests, expense reports, and more.</i>		Y	Y
Internal Workflow Automation <i>Add internal approval or review steps to your internal forms. For example, a principal and accounting staff may need to approve expense reports.</i>			Y
Permission Click SafePay <i>Collect fees on any public form safely and securely. Funds move directly from processor to your bank. No setup fee and no monthly or annual service fees.</i>	Y	Y	Y
School Dependency Questions <i>Nest entire forms into your internal forms to build responsive workflows and dynamic forms. For example, answering 'Yes' to 'Is there high risk activity' might add 20 new questions and additional approvers to a form.</i>			Y
Advanced Search <i>Send your school's forms home to parents digitally. You can also create templates for common forms for teachers/staff to use as a master copy.</i>	Y	Y	Y
Advanced Reporting <i>Create reports without your IT department. Reports can be exported for use in Excel, Google Sheets, CSV or PDF.</i>	Y	Y	Y

Download Responses			
<i>Download a PDF record of each response with one click.</i>	Y	Y	Y
Heads Up Display			
<i>Add key fields from your forms directly into your response manager table for instant viewing.</i>		Y	Y
Live Dashboard			
<i>Real-time form and payment updates from one easy-to-use dashboard.</i>		Y	Y
Roster-Based Sending			
<i>Know who has opened, started, and submitted responses. Send reminders to those who haven't.</i>		Y	Y
Single Sign-On			
<i>Single click to login with your personal Google or Microsoft Live ID.</i>	Y	Y	Y
Single Sign-On with Active Directory			
<i>Single click to login with your school's or district's existing Google or Microsoft Active Directory credentials.</i>	Y	Y	Y
Response Checklist			
<i>Take your checklist digital. Track follow-up actions and to-do's on a per response basis. For example, add an 'expiry date' for Athletic Clearance packages, or a checkbox for 'Returned Library Materials'.</i>			Y
Repeatable Fields			
<i>Used when those completing a form need to respond with multiple answers to questions. For example, expense reports or medication requirements.</i>	Y	Y	Y
Best Used For ...	<i>Individual Classrooms; Sporting Clubs; Event Organizers</i>	<i>Schools; Early Learning Centers & Daycare Facilities; Sporting Associations</i>	<i>Large & Multi Campus Schools; National Associations</i>

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE OUT-OF-STATE ATTENDANCE FOR TWENTY STUDENTS AND SIX COACHES TO ATTEND THE SPEECH AND DEBATE NATIONALS IN ALBUQUERQUE, NEW MEXICO, FROM JUNE 13-20, 2020**

Background: Fullerton School District (FSD) has an established partnership with Advantage Communications (Sal Tinajero) whereby FSD students participate in local and away Speech and Debate tournaments. This school year, Speech and Debate students have increased their confidence as well as their listening, speaking, and communication skills through their involvement in Speech and Debate.

Rationale: Speech and Debate students have acquired the skills needed to compete at the National Level. The success of this program has provided twenty students the opportunity to compete in the Speech and Debate Nationals Competition in Albuquerque, New Mexico.

Funding: Cost is not to exceed \$45,000 and is to be paid from Unrestricted Funds.

Recommendation: Approve out-of-state attendance for twenty students and six coaches to attend the Speech and Debate Nationals in Albuquerque, New Mexico, from June 13-20, 2020.

JL:nm

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) BLOCK GRANT, AGREEMENT NUMBER: 49779, BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The California State Preschool Program Quality Rating and Improvement System Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District awards the District an amount not to exceed \$95,000 to enhance and improve the overall quality of the State Preschool Program.

The Agreement is available for review in the Superintendent's Office.

Rationale: The funds will support professional learning communities for early childhood teaching staff to engage in dialogue about curriculum, assessment and family engagement.

Funding: Fullerton School District will receive an amount not to exceed \$95,000. Funding will support State-funded preschool budget (#340).

Recommendation: Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2019 through June 30, 2020.

JL:MC:ln

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Yolanda McComb, Principal, Raymond School

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR MARIA ESCOBAR (COTSEN MENTOR), JUDITH BELEBER, GEORGINA MOJICA (COTSEN FELLOWS AT RAYMOND), AND DANIELLE BAGGER (COTSEN FELLOW AT LAGUNA ROAD) TO ATTEND THE TEACHERS COLLEGE WRITING INSTITUTE AT COLUMBIA UNIVERSITY IN NEW YORK FROM JUNE 22-26, 2020**

Background: Raymond is proud of their partnership with the Cotsen Foundation for the ART of TEACHING. The foundation combines a number of components to produce powerful professional growth and development. Fellows observe great teachers to gain new vision and inspiration. They also set goals to grow in content knowledge and pedagogy. The Cotsen fellows set goals in an area of strength, videotape themselves, reflect on what they see, attend conferences to learn even more, and participate monthly in an inquiry group with colleagues to study teaching more deeply. The foundation provides each mentor and fellow a number of substitute days to plan, visit other schools and attend conferences. Also, each Cotsen teacher receives grant money annually to pay for conference expenses and to purchase professional books or classroom materials.

Rationale: The four teachers attending the Summer Writing Institute at Teachers College, Columbia University, are using their allotted Cotsen funds to go deep in their area of study, specifically Writing Workshop to support their professional growth and student achievement goals. Additionally, the fellows will be able to collaborate with other non-Cotsen teachers and lead the work of Reading and Writing Workshop at Raymond School and beyond.

Funding: Cost is not to exceed \$8,000 to be paid from Cotsen grant funds budget (#116). There will be no substitute requirements.

Recommendation: Approve out-of-state conference attendance for Maria Escobar (Cotsen Mentor), Judith Beleber, Georgina Mojica (Cotsen Fellows at Raymond), and Danielle Bagger (Cotsen Fellow at Laguna Road) to attend the Teachers College Writing Institute at Columbia University in New York from June 22-26, 2020.

JL:YM:nm

CONSENT ITEM

DATE: January 16, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Anthony Abney, Principal, Maple School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION (PEBSAF) TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT MAPLE SCHOOL FROM MARCH 12, 2020 THROUGH MAY 21, 2020**

Background: Maple School is proud to partner with PEBSAF for computer literacy training for our parents and community members. The past two years, Maple has offered the first two computer literacy 10-week courses with great success; this year, we are planning to implement part 3. Maple is the first and only school in Fullerton School District to implement our iPad Take-Home Program (VIP Plus) to all students (TK-6). Computer literacy for our parents and community members will enhance our iPad Take-Home program by giving parents the skills to assist, guide, and protect students while learning in 21st Century formats.

Rationale: Computer literacy is essential for our parent community to assist, guide, and protect their children when using technology in their daily lives.

Funding: Cost not to exceed \$3,992 to be paid from site Title 1 budget.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School from March 12, 2020 through May 21, 2020.

JL:AA:nm
Attachment

SERVICE QUOTE



Parent Education Bridge for Student Achievement Foundation

1411 Add St, Fullerton, CA 92630 Phone: (714) 771-1111
 Email: parenteducation@pebsaf.org www.PEBSAF.ORG
 IRS Tax ID: 27-1000000

School: La Habra Elementary School **Requested Date:** 08/01/2017
Workshop Series: Technology Academy Part III
Google for Academic Success and Beyond
Requested by: Anthony Abney, Principal **Email:** anthony_abney@myfsd.org
Phone: (714) 771-1111

This agreement is entered into between Parent Education Bridge for Student Achievement Foundation and
La Habra Elementary School
Address: 1411 E California Street, Fullerton, CA 92630
of workshops to be presented: 02 **Language:** Spanish **Fee-for-service:** 000000
District: Fullerton

Important:

- ✓ PEBSAF will assist the school in obtaining and identifying outreach contacts to the community
- ✓ School will identify training opportunities for staff
- ✓ School will make all necessary accommodations for PEBSAF staff
- ✓ *School will provide a Purchase Order or Board approved documentation prior to the first workshop to be presented.*

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Director, Educational Services
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR THREE EDUCATIONAL SERVICES STAFF TO ATTEND THE ADVANCED PLACEMENT (AP) ANNUAL CONFERENCE IN BOSTON, MA, FROM JULY 16-19, 2020**

Background: The Advanced Placement (AP) Annual Conference is the main AP conference in which all things AP are discussed. Updates, changes, and programs regarding how the AP tests will be administered or implemented are shared at this conference. Workshops and sessions discuss the AP curriculum and best practices in teaching the content as well as administering the test. Detailed results of prior year's test administration are also shared during this conference.

Rationale: The AP Annual Conference will provide valuable information on how to effectively teach the AP course curriculum and administer the test. The conference also provides an opportunity to network with members of the AP CollegeBoard to find ways to expand the AP program in the District.

Funding: Cost is not to exceed \$7,500 to be paid from the Title IV budget.

Recommendation: Approve out-of-state conference for three Educational Services staff to attend the Advanced Placement (AP) Annual conference in Boston, MA, from July 16-19, 2020.

JL:SC:nm

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: William Lynch, Principal, Ladera Vista Junior High School of the Arts

SUBJECT: **APPROVE/RATIFY OUT-OF-STATE ATTENDANCE FOR LADERA VISTA JUNIOR HIGH SCHOOL OF THE ARTS TEACHER, DARCY BLAKE, TO ATTEND THE AMERICAN ASSOCIATION OF TEACHERS OF FRENCH CONFERENCE IN PHILADELPHIA, PA, FROM JULY 14-17, 2019**

Background: The mission of the American Association of Teachers of French (AATF) is to promote throughout North America the teaching and learning of the French language and French-speaking cultures and civilizations. AATF welcomes and supports educators of French at all academic levels as they seek to broaden their own and their students' linguistic and cultural horizons to foster and strengthen cross-cultural understanding. AATF encourages reciprocal communication between all levels of the teaching of French in North America.

Rationale: Approval/Ratification provides retroactive reimbursement for Darcy Blake's hotel and registration costs for attending the American Association of Teachers of French. Participation enabled her to network with other French teachers and bring lessons and ideas back into the classroom.

Funding: Cost is not to exceed \$1,127.32 to be paid from site funds (#304).

Recommendation: Approve/ratify out-of-state attendance for Ladera Vista Junior High School of the Arts teacher, Darcy Blake, to attend the American Association of Teachers of French Conference in Philadelphia, PA, from July 14-17, 2019.

JL:WL:nm

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Julie Graham, Principal, Beechwood School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GROWING EDUCATORS TO PROVIDE PROFESSIONAL DEVELOPMENT FOR BEECHWOOD TEACHERS ON FEBRUARY 25, 2020, FEBRUARY 27, 2020, AND APRIL 8, 2020**

Background: Beechwood teachers continually work to deepen their understanding of their students and learn the latest and best practices in their profession. Our Foundation and administration is supportive of this professional growth and development. All teachers from Kindergarten through middle school are committed to sharing, sustaining, and expanding the work that we started within the last couple of years when we worked with a consultant to bring CGI into our classrooms.

Rationale: All K-8 teachers will have the opportunity to study student work, student learning, and content in CGI during a full day professional development/lab study date with a consultant from Growing Educators. Our funds designated to support our math practices will allow us to hire a consultant for personalized and differentiated training for grade level teams using CGI in their classrooms.

Funding: Cost is not to exceed \$4,800 to be paid from site budget (#094).

Recommendation: Approve Agreement between Fullerton School District and Growing Educators to provide professional development for Beechwood teachers on February 25, 2020, February 27, 2020, and April 8, 2020.

JL:JG:tk
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Growing Educators**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional development for Cognitive Guided Instruction (CGI) Math via classroom lab demonstration, planning sessions, individual coaching or study groups hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **February 25, 2020** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **four thousand, eight hundred dollars (\$4800.00)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Growing Educators
4001 Inglewood Ave., Ste. 101-607
Redondo Beach, CA 90278

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF **January** 2020.

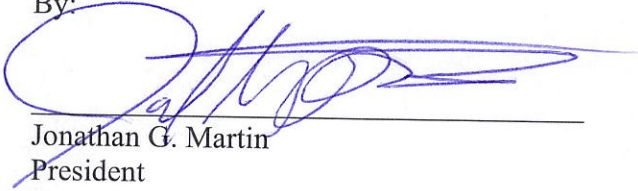
FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

By:



Jonathan G. Martin
President

46-3370613

Taxpayer Identification Number

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robyn Clemente, Principal of Nicolas Junior High School

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR NICOLAS JUNIOR HIGH SCHOOL BAND DIRECTOR, PATRICK MORA, TO ATTEND THE TEXAS MUSIC EDUCATORS ASSOCIATION CONVENTION IN SAN ANTONIO, TEXAS, FROM FEBRUARY 12-15, 2020**

Background: The Texas Music Educators Association (TMEA) Convention is the nation’s premier music educators convention. The annual convention features over 300+ workshops for Band, Orchestra, Vocal, Elementary and College educators and more than 100+ performances. The convention also showcases over 1,100 exhibit booths representing all facets of the music education industry.

Rationale: Nicolas Junior High School is in the process of rebuilding their band program. The TMEA conference offers attendee professional growth, inspiration, and motivation to help deliver the best music education experience possible for the students. Attendance at this convention will enable the band director to bring his newfound knowledge back to Nicolas Junior High School and take his program to new heights.

Funding: Cost is not to exceed \$1,500 to be paid from site funds.

Recommendation: Approve out-of-state conference for Nicolas Junior High School Band Director, Patrick Mora, to attend the Texas Music Educators Association Convention in San Antonio, Texas, from February 12-15, 2020.

JL:RC:nm

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Tracy Gyurina, Ed.D., Principal, Sunset Lane School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FULLERTON EDUCATION FOUNDATION TO PROVIDE PROFESSIONAL DEVELOPMENT FOR MARZANO HRS TRAINING WITH DR. PHIL WARRICK AT SUNSET LANE SCHOOL ON MAY 8, 2020**

Background: Marzano Laboratory has provided professional development to all principals, assistant principals and teacher leaders based on the Marzano High Reliability Schools (HRS) framework. Teachers across the District work by grade levels on HRS Level 1 – the quality of teaching in the classrooms, Level 2, which addresses the extent to which a school’s curriculum provides opportunities for all students to learn challenging content and Level 3, which addresses Guaranteed and Viable Curriculum.

Rationale: Marzano has been providing on-going professional development at Sunset Lane for HRS Level 1 and Level 2. Sunset Lane would like to continue to Level 3. Originally Sunset Lane and Fern Dr. were to share one day of training, reducing the cost to \$1,500. However, Sunset Lane is now solely responsible for the cost as we will be utilizing the full day training on our own.

Funding: Cost is not to exceed \$3,000 and is to be paid from site budget (#302).

Recommendation: Approve Agreement between Fullerton School District and Fullerton Education Foundation to provide professional development for Marzano HRS training with Dr. Phil Warrick at Sunset Lane School on May 8, 2020.

JL:TG:nm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Fullerton Education Foundation**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide one full day of Staff Development with Dr. Phil Warrick, Marzano, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **May 8, 2020** and will diligently perform as required and complete performance by **May 8, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Three Thousand dollars and no cents (\$3,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include

or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

- 13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.
- 13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Fullerton Education Foundation
Address on File

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF **February**, 2020.

FULLERTON SCHOOL DISTRICT

Fullerton Education Foundation

By:

By:

Robert Pletka, Ed.D.
Superintendent

Hilda Sugarman

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Douglas Rynerson Ed.D., Program Specialist, Educational Services

SUBJECT: **APPROVE ADOPTION OF DISCOVERY EDUCATION'S SCIENCE TECHBOOK FOR GRADES TRANSITIONAL KINDERGARTEN (TK) – 6th GRADE TO SUPPORT IMPLEMENTATION OF THE CALIFORNIA STATE STANDARDS (CA-NGSS)**

Background: In November 2018, the California State Board of Education approved the Science instructional materials that support the implementation of California State Standards (CA-NGSS). Beginning in August 2019, approximately 30 teachers began piloting the TK-6th Grade Science materials from two different vendors. Teachers met to discuss each program's features such as ELD supports, alignment to standards, assessment, and online access. A survey was conducted in December to determine which Science program teachers would prefer to fully implement in 2020/2021 and Discovery Education's *Science Techbook* was selected for Grades TK-6. Fullerton School District (FSD) will purchase an 8-year package that includes both digital and hard copy components for teachers and students.

Rationale: Our current Science textbooks are not aligned to the Next Generation Science Standards (NGSS) and FSD teachers have had to supplement with additional resources. Adopting a new Science textbook that is NGSS aligned will provide all teachers with access to all components and will provide consistency within FSD for lesson planning, lesson pacing, and student assessments.

Funding: The estimated cost is \$1,990,000 and is to be paid from both Restricted and Unrestricted General Funds.

Recommendation: Approve adoption of Discovery Education's *Science Techbook* for grades Transitional Kindergarten (TK) – 6th grade to support implementation of the California State Standards (CA-NGSS).

JL:DR:ts

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM FOR STAFF TO ATTEND THE OUT-OF-STATE “NATIONAL BLUE RIBBON SCHOOLS AWARD CEREMONY” IN WASHINGTON, DC, FROM NOVEMBER 13-16, 2019**

Background: Board approval was granted on October 15, 2019 (Board Item #1q) for staff to attend the National Blue Ribbon School Award Ceremony. An addendum is requested due to a change in total conference costs.

Rationale: Both Acacia and Fisler are recognized as national models of excellence. From Acacia, one administrator and staff member will be attending the ceremony to receive the Blue Ribbon award. From Fisler, the former principal, an administrator, and staff member will be attending the ceremony to receive the Blue Ribbon award.

Funding: Cost is not to exceed \$10,100 with \$1,450 to be paid from budget (#525) and \$1,650 to be paid from budget (\$1,650). Original Board approval was for \$7,000.

Recommendation: Approve/Ratify Addendum for staff to attend the out-of-state “National Blue Ribbon Schools Award Ceremony” in Washington, DC, from November 13-16, 2019.

JL:nm

CONSENT ITEM

DATE: February 11, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Jason Chong, Math Program Specialist, Educational Services

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR TWO EDUCATIONAL SERVICES STAFF TO ATTEND THE NATIONAL MATH SUMMIT IN CHICAGO, ILLINOIS, FROM APRIL 27-29, 2020**

Background: Mathematics achievement and engagement is a continued focus for the District, especially in the efforts made to close the achievement gap for all our subgroups. While the District provides ongoing support to sites through classroom support and staff professional development, sites continue to express interest in continued growth through professional development and learning.

Rationale: There is a need to support teachers and sites in mathematics professional learning and development. Ideation and planning has been in progress for the past year and steps are being taken to continue the support of teachers and sites. From strong first teach strategies, interventions as well as enrichment, the need for support in these domains is essential for success in math achievement. The National Math Summit will be an opportunity for the District to identify resources and foster partnerships that will ultimately support District's math program.

Funding: Cost not to exceed \$700 and is to be paid from budget (#413).

Recommendation: Approve out-of-state conference for two Educational Services staff to attend the National Math Summit in Chicago, Illinois, from April 27-29, 2020.

JL:JC:nm

CONSENT ITEM

DATE: February 11, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR NINE STAFF MEMBERS TO ATTEND THE MCMICKEN SCHOOL VISIT IN THE HIGHLINE SCHOOL DISTRICT IN SEATTLE, WASHINGTON ON APRIL 28, 2020**

Background: Highline School District is known for their Positive Behavior Interventions and Supports “PBIS” and socio-emotional learning in general. Fullerton School District would support a team visiting the McMicken School in the Highline School District as well as meeting with their team to discuss this innovation. McMicken School is a Model Inclusion school, which has been recognized as a “School to Watch” in the promising practice of full inclusion for special education students. Although surrounding school districts may have moved into inclusive practices, the FSD team would benefit visiting and collaborating with both the Highline School District and McMicken School because they have been recognized for their outstanding Special Education Model. The staff at Highline School District and McMicken School are open to hosting observations and collaboration with Fullerton School District teachers and administrators to further the practices within the district.

Rationale: Out-of-state travel requires Board of Trustees approval.

Funding: Cost not to exceed \$7500 and is to be paid from Special Education budget 0142054201-5210.

Recommendation: Approve out-of-state conference for nine staff members to attend the McMicken School in the Highline School District in Seattle, Washington, on April 28, 2020.

RP:cs

CONSENT ITEM

DATE: February 11, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **ADOPT RESOLUTION #19/20-13 RECOGNIZING MARCH 31, 2020, AS CESAR CHAVEZ DAY**

Background: Cesar E. Chavez was an advocate for social justice and civil rights for the poor and disenfranchised. The day of his birth, March 31, provides a fitting opportunity to remember and honor his many contributions.

Cesar E. Chavez is a remarkable example of dignity and integrity as a fighter for farm worker rights. In 1962, Cesar E. Chavez cofounded the United Farm Workers Union to contest the treatment of the workers in the fields, and sought to empower those workers by organizing the first union to acquire labor contracts for farm workers in the grape fields.

Rationale: Contributions to the betterment of society made by Cesar E. Chavez serve as reminders that one person dedicated to the goal of equity and justice can indeed make a difference.

Funding: N/A.

Recommendation: Adopt Resolution #19/20-13 recognizing March 31, 2020, as Cesar Chavez Day.

RP:cs
Attachment

BOARD RESOLUTION #19/20-13

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS Cesar E. Chavez was an advocate for social justice and civil rights. The date of his birth, March 31, 1927, provides a fitting opportunity to remember and honor his contributions;

WHEREAS Cesar's dream was to create an organization to protect and serve farm workers. In 1962 he cofounded the United Farm Workers Union;

WHEREAS For more than three decades, Cesar E. Chavez led the first successful farm workers union in American history, achieving dignity, respect, fair wages, medical coverage, pension, benefits, and humane living conditions, as well as countless other rights and protections for hundred of thousands of farm workers; and against previously insurmountable odds, he led successful strikes and boycotts that resulted in the first industry-wide labor contracts in the history of American agriculture;

WHEREAS By successfully organizing the farm workers, Cesar Chavez gave hope and pride to generations of Latinos. He also inspired millions of other Americans from all walks of life who never worked on a farm to strive for social justice; and

NOW THEREFORE, BE IT RESOLVED THAT:

The Fullerton School District Board of Trustees recognizes March 31, 2020, as the day to honor the life, legacy, and contributions of Cesar E. Chavez. Adopted and approved by the Fullerton School District Board of Trustees at the regular meeting held on the 11th day of February 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR. ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 11th of February, 2020, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2020.

Secretary of the Board

BOARD RESOLUTION #19/20-13

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS Cesar E. Chavez was an advocate for social justice and civil rights. The date of his birth, March 31, 1927, provides a fitting opportunity to remember and honor his contributions;

WHEREAS Cesar's dream was to create an organization to protect and serve farm workers. In 1962 he cofounded the United Farm Workers Union;

WHEREAS For more than three decades, Cesar E. Chavez led the first successful farm workers union in American history, achieving dignity, respect, fair wages, medical coverage, pension, benefits, and humane living conditions, as well as countless other rights and protections for hundred of thousands of farm workers; and against previously insurmountable odds, he led successful strikes and boycotts that resulted in the first industry-wide labor contracts in the history of American agriculture;

WHEREAS By successfully organizing the farm workers, Cesar Chavez gave hope and pride to generations of Latinos. He also inspired millions of other Americans from all walks of life who never worked on a farm to strive for social justice; and

NOW THEREFORE, BE IT RESOLVED THAT:

The Fullerton School District Board of Trustees recognizes March 31, 2020, as the day to honor the life, legacy, and contributions of Cesar E. Chavez. Adopted and approved by the Fullerton School District Board of Trustees at the regular meeting held on the 11th day of February 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR. ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 11th of February, 2020, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2020.

Secretary of the Board

CONSENT ITEM

DATE: February 11, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR DR. ROBERT PLEKTA TO ATTEND THE INTERNATIONAL TECHNOLOGY AND ENGINEERING EDUCATORS ASSOCIATION (ITEEA) CONFERENCE IN BALTIMORE, MARYLAND, FROM MARCH 12-14, 2020**

Background: ITEEA is a professional organization dedicated to supporting and promoting technology and engineering education through dynamic leadership and collaboration. Dr. Robert Pletka was nominated and is the recipient of the Prakken Professional Cooperation Award. This award is presented to an individual who, through teaching, research, and professional service, has promoted the field of technology and engineering education in collaboration with other fields of discipline. To qualify for this award, individuals should be involved with projects that collaborate with other disciplines, such as science, engineering, mathematics, marketing, management, etc. The recipient of the award may be from inside or outside of the field of technology and engineering education.

Rationale: The awards ceremony will be held at the conclusion of the ITEEA Conference. Dr. Robert Pletka will be recognized during the awards ceremony for receiving the Prakken Professional Cooperation Award. Out-of-state travel requires Board of Trustees approval.

Funding: Cost not to exceed \$1500 and is to be paid from Superintendent's budget (#526).

Recommendation: Approve out-of-state conference for Dr. Robert Pletka to attend the International Technology and Engineering Educators Association (ITEEA) Conference in Baltimore, Maryland, from March 12-14, 2020.

RP:cs

DISCUSSION/ACTION ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW AND REVISED BOARD POLICIES

Background: The following revised board policy was presented to the Board of Trustees for the first reading at the July 24, 2018 Board Meeting:

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Anti-Bullying

Input was received on BP 5131.2 to include employees and this change has been made.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new and revised Board Policies.

CH:nm

Attachments

Fullerton School District

Board Policy

Employee Compensation

BP 4151, 4251, 4351

Personnel

Board Adopted:

In order to recruit and retain employees committed to the District's goals for student learning, the Board of Trustees recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be made available for review online.

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a monthly salary that is at least twice the state minimum wage for full-time employment. (Labor Code 510, 515; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Legal References:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

515 Overtime exemption for administrative, executive, and professional employees

CODE OF REGULATIONS, TITLE 8

11040 Wages and hours; definitions of administrative, executive, and professional employees

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <http://www.dol.gov/whd>

CSBA Revisions

(07/08 10/16) 12/19

Fullerton School District

Board Policy

Dismissal/Suspension/Disciplinary Action (Merit System)

BP 4218

Personnel

Board Adopted:

The Board of Trustees expects all employees to perform their jobs satisfactorily and exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, any applicable collective bargaining agreement, and the rules of the personnel commission.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

A permanent classified employee shall be subject to suspension, demotion, or dismissal only for one or more of the causes designated by rule of the personnel commission. (Education Code 45302, 45304)

When such serious disciplinary action is being contemplated against an employee, the district shall adhere to disciplinary procedures developed by the personnel commission. Due process shall be afforded to the employee, including proper notice, an opportunity for the employee to meet with a designated district official ("Skelly officer") or to respond in writing to the charges, and an opportunity to appeal the district's decision with the personnel commission in accordance with Education Code 45305-45307. If the matter is addressed in a hearing before the personnel commission, the decision of the personnel commission shall be final.

However, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. The ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45312).

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44031 Personnel file

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence

44990-44994 Testimony of minor witnesses at dismissal or suspension hearings
45101 Definitions (including "disciplinary action," "cause")
45109 Fixing of duties
45123 Employment after conviction of sex or narcotics offense
45124 Dismissal of sexual psychopath
45202 Transfer of accumulated sick leave and other benefits following dismissal
45240-45320 Merit system, classified employees, especially:
45302-45307 Suspension, dismissal, or other disciplinary action; classified employees

CODE OF CIVIL PROCEDURE

1286.2 Grounds for vacating decision of arbitrator

GOVERNMENT CODE

11500-11529 Administrative adjudication
12900-12996 Fair Employment and Housing Act
54957 Brown Act open meeting laws; closed session

HEALTH AND SAFETY CODE

11054 Schedule I; substances included
11055 Schedule II, substances included
11056 Schedule III, substances included
11357-11361 Marijuana
11363 Peyote
11364 Opium
11370.1 Possession of controlled substances with a firearm

PENAL CODE

187 Murder
667.5 Sex offenders
830.32 Peace officers employed by district
1192.7 Violent or serious felony
11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District (2008) No. B200141
California School Employees v. Livingston Union School District (2007) 149 Cal.App 4th 391
CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150, 155-156
Skelly v. State Personnel Board (1975) 15 Cal. 3d 194
California School Employees Association v. Personnel Commission (1970) 3 Cal.3d 139

Management Resources:

CALIFORNIA SCHOOL PERSONNEL COMMISSIONERS ASSOCIATION PUBLICATIONS

Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014

WEB SITES

California School Personnel Commissioners Association: <http://meritsystem.org>

(7/19) 12/19

Fullerton School District

Board Policy

Lactation Accommodation

BP 4033

Personnel

Board Adopted: February 13, 2018

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding ~~for infants and mothers~~ and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee ~~who chooses to express breast milk for her infant child while at work~~ **for seeking an accommodation to express breast milk for an infant child while at work.**

~~The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child.~~

~~The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.~~

~~Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.~~

~~Lactation accommodations may be denied only in limited circumstances in accordance with law.~~

~~Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.~~

An employee shall notify the employee's supervisor or other appropriate personnel in advance of the intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The District shall include this policy in its employee handbook or in any set of policies that the District makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry

about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The District shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements: (Labor Code 1031; 29 USC 207)

1. Is shielded from view and free from intrusion while the employee is expressing milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity; prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12926 Definition of sex; breastfeeding

Fullerton School District BP 4033

Page 2 of 3

12940 Unlawful discriminatory employment practices
12945 Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1034 Lactation accommodation
6382 Procedure for listing hazardous substances

CODE OF REGULATIONS, TITLE 2

11035-11051 Unlawful sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Lactation Accommodation for Employers

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Frequently Asked Questions- Break Time for Nursing Mothers

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, rev. April 2018

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

<http://www.dir.ca.gov/dlse> California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children Program: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Revisions

(07/11) 12/19

Fullerton School District

Board Policy

Probationary/Permanent Status

BP 4216

Classified Personnel

Board Adopted: December 13, 2005

Board Revised:

~~Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months of service or 130 days of probationary service, whichever is longest, excluding absences for illness and injury. Upon satisfactorily completing this period, they shall become permanent classified employees of the District.~~

~~New employees shall be evaluated prior to the end of the six-month probationary period, if applicable. These evaluations shall indicate whether the evaluator is satisfied with the employee's ability, performance, and compatibility with the job.~~

~~The Superintendent may dismiss an employee during the initial probationary period. A permanent employee who was promoted to a higher classification may be returned during the probationary period to his/her former classification, if such position still exists.~~

Health Examinations

Drug and Alcohol Testing for School Bus Drivers

~~The Board of Trustees desires to take all possible steps to ensure transportation safety for District students and staff. The Superintendent or designee shall establish a drug and alcohol testing program for all school bus drivers and any other employees who hold a commercial driver's license, which is necessary to perform duties, related to their employment with the District. This program shall be designed to fulfill the requirements of federal law and regulations.~~

~~Drivers who test positive for alcohol or drugs shall be removed from safety-sensitive functions and subject to disciplinary action up to and including dismissal in accordance with administrative regulations.~~

The Board of Trustees desires to employ and retain highly qualified classified personnel to support the District's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term District employment.

A probationary employee who has been employed by the District for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the District. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The District may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Legal References:

~~Education Code~~

~~35160 Authority of Governing Boards~~

~~45269 Persons Deemed in Permanent Classified Service~~

~~45270 Persons Deemed under Probationary Classification~~

~~45301 Probationary Period for Entry into Permanent Classified Service~~

~~Vehicle Code~~

~~34500 Applicable Vehicles~~

~~34501.12 Motor Carrier Definition~~

~~34520 Motor Carrier and Driver Compliance with Federal Testing Requirements~~

~~United States Code, Title 49~~

~~2717 Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)~~

~~Code of Federal Regulations, Title 49~~

~~40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs~~

~~382 Controlled Substance and Alcohol Use and Testing~~

EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

Management Resources:

WEB SITES

California School Employees Association: <http://www.csea.org>

(6/96 7/02) 10/19

Fullerton School District

Board Policy

Anti-Bullying

BP 5131.2

Students

Board Adopted: June 19, 2012

Revised: November 15, 2016, August 14, 2018

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on **student and employee well-being**, student learning and school attendance and desires to provide safe school environments that protect students **and employees** from physical and emotional harm. District employees shall establish student **and employee** safety as a high priority and shall not tolerate bullying of any student **or any staff member**.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel, **or retaliate against them for filing a complaint or participating in the complaint resolution process**.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage or victimize that person's reputation.

Strategies for addressing bullying in District schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, in accordance with law, Board policy, and administrative regulation and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable District and school plans.

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

Bullying Prevention

To the extent possible, District and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and implementing strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the District shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the District and its employees to prevent discrimination, harassment, intimidation, and bullying of District students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and or cafeterias.

Intervention

Students **and staff members** are encouraged to notify school staff when they are being bullied or suspect that another student **or staff member** is being victimized. In addition, the Superintendent or designee shall develop means for students **and staff members** to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student **and staff member** affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student **or staff member** has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal a compliance officer, or any other available school employee. Within one business day of

receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student **or staff member** shall, within one business day, report his/her observation to the principal or a District compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the District compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student **or staff member** who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory, resolved in accordance with law and the District's uniform complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with District policies and regulations.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on basis of age

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children; Focus on Bullying, Governance Brief, December

2012 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(4/13 10/14) 7/15 5/18

DISCUSSION/ACTION ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE PUPIL ATTENDANCE CALENDAR FOR THE 2021/2022 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of PTA President, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations. This draft calendar was taken to Board on January 14, 2020 as a First Reading.

Rationale: A final calendar enables the District's many offices to begin preparation for the 2020/2021 academic year.

Funding: Not applicable.

Recommendation: Approve Pupil Attendance Calendar for the 2021/2022 school year.

CH:nm
Attachment

DRAFT

**Fullerton School District
2021/2022 Pupil Attendance Calendar**

DRAFT

July 2021

4 Independence Day

July 2021							January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30	31					

January 2022

1 New Year's Day
3 Records Day (Jr. High)
Staff Development (Elem.)
4 All Students Return
17 Martin Luther King Jr. Day

August 2021

11 New Teachers First Day
12/13 Staff Development
16 All Students Return

August 2021							February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28					

February 2022

14 Lincoln's Holiday Observed
21 Presidents' Holiday

September 2021

6 Labor Day
22 Full-Day Parent
Conference Day

September 2021							March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30			27	28	29	30	31		

March 2022

21 - 25 Spring Break

October 2021

October 2021							April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													

April 2022

November 2021

1 Staff Development
11 Veterans' Day Recognition
22 - 26 Thanksgiving Break

November 2021							May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				

May 2022

30 Memorial Day

December 2021

17 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
20 - 31 Winter Recess

December 2021							June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		

June 2022

3 Students' Last Day

- Students Return
- Non Student Day
- Holiday/Breaks (no student attendance)
- Staff Development Day/Conference Day/Records Day (no student attendance)
- Students' Last Day

Quarters (7-8)

Aug. 16 - Oct. 15 (43 days)
Oct. 18 - Dec. 16 (37 days)
Jan. 4 - Mar. 18 (51 days)
Mar. 28 - June 3 (49 days)

Trimesters (K-6)

Aug. 16 - Nov. 12 (61 days)
Nov. 15 - Mar. 4 (60 days)
Mar. 7 - June 3 (59 days)

Misc. Dates

Fall Conference Week: September 20-24, 2021
PreK-6 = Minimum Day
Jr. High Fall Conference: TBD
Spring Conference Week: March 14 - 18, 2022
PreK-6 = Minimum Day
Jr. High Spring Conference: TBD

180 Student Days

185 Teacher Work Days (new teachers work 186 days)

Board Approved:

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **APPROVE EMERGENCY RESOLUTION #19/20-12 TO APPROVE ENTERING INTO A CONTRACTS FOR SERVICES RELATED TO LAGUNA ROAD ELEMENTARY SCHOOL**

Background: One of our District schools, Laguna Road Elementary, suffered a fire in a storage room inside their Media Center on January 22, 2020.

The lack of access to the Media Center, will result in the students at Laguna Road to not be able to use those learning spaces during the day for educational purposes. The Media Center includes a library, STEAM room, green screen room, and four (4) staff offices.

The students at Laguna Road Elementary need access to the Media Center as part of their educational programs.

Public Contract Code section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid a danger to life or property, the Board may, by unanimous vote and with approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

The services required by the District are necessary to permit conditions conducive to a safe and ideal learning environment at Laguna Road Elementary School to ensure the continuance of the instructional programs.

Rationale: Emergency Resolutions are approved by the Board of Trustees.

Funding: Cost to be reimbursed by ASCIP.

Recommendation: Approve Emergency Resolution #19/20-12 to approve entering into contracts for services related to Laguna Road Elementary School.

RC:yd
Attachment

EMERGENCY RESOLUTION TO APPROVE ENTERING INTO A CONTRACT FOR SERVICES RELATED TO LAGUNA ROAD ELEMENTARY SCHOOL

RESOLUTION NO. #19/20-12

WHEREAS, one of our District schools, Laguna Road Elementary, suffered a fire on January 22, 2020, which has resulted in the need for immediate repairs;

WHEREAS, the following rooms were impacted: storage room inside of the Media Center.

WHEREAS, the Media Center is comprised of the following areas: Library, STEAM lab, green screen room, and four (4) staff offices;

WHEREAS, there are a total of 650 students who will be impacted, five (5) days per week;

WHEREAS, the entirety of the educational curriculum at Laguna Road Elementary School, will be severely impacted by the lack of this suitable learning space;

WHEREAS, the lack of access to this learning space will result in the students of the District not being able to use the Media Center during the day;

WHEREAS, at the present time the Media Center is not safe for students and staff to engage in any normal activities inside;

WHEREAS, Public Contract Code section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote and with approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids;

WHEREAS, the repair of the school's Media Center must be undertaken by the district immediately; and,

WHEREAS, the services required by the District are necessary to permit conditions conducive to a safe and ideal learning environment at Laguna Road Elementary School to ensure the continuance of the instructional programs at Laguna Road Elementary School and to avoid danger to life or property;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees makes the following findings:

1. That the above recitals are true and correct.
2. That an emergency arose requiring immediate action due to the recent fire at Laguna Road Elementary School;

3. That timely and immediate need for services to repair the Media Center at Laguna Road Elementary School is necessary for the continuance of educational programs at Laguna Road Elementary School, as well as providing safe and adequate field for District students and staff, and to avoid unnecessary health and safety risks.
4. That the District's Board of Trustees, pursuant to Public Contract Code section 20113, unanimously finds that repair of the Media Center at Laguna Road Elementary constitutes and "emergency" as defined by Public Contract Code section 1102 and 20113
5. That the Board of Trustees delegates authority to its Superintendent or his designee to further implement the provisions of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 11th day of February, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Fullerton School District Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said board.

President of the Board of Trustees
Fullerton School District

I, _____, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Fullerton School District at a regularly scheduled meeting thereof held on the 11th day of February, 2020, by the above-described vote of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fullerton School District Board of Trustees this 11th day of February, 2020.

Clerk of the Board of Trustees
Fullerton School District

ADMINISTRATIVE REPORT

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new and revised board policies need to be approved:

New:

Personnel
BP 4131 – Staff Development
BP 4136 – Non-school Employment
BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel
BP 4139– Peer Assistance Review

The purpose of this Administrative Report will be to afford Board members the opportunity to review these new board policies, ask questions, receive clarification, and propose revisions prior to the request for Board approval of these new and revised policies at the March 10, 2020 Board of Trustees Meeting.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachments

Fullerton School District

Board Policy

Staff Development

BP 4131

Personnel

Board Adopted:

The Board of Trustees believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development, which includes opportunities for teachers to enhance their instructional and classroom management skills, and become informed about changes in pedagogy and subject matter.

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

The District's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards
2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction
4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students
5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning
6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education
7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention
8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction
10. Knowledge of topics related to student health, safety, and welfare
11. Knowledge of topics related to employee health, safety, and security

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not

limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data.

The District's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

Legal Reference:

EDUCATION CODE

44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44300 Emergency permits
44325-44328 District interns
44450-44468 University internship program
44570-44578 Inservice training, secondary education
44830.3 District interns
45028 Salary schedule and exceptions
48980 Notification of parents/guardians; schedule of minimum days
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities
99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement

80021 Short-term staff permit

80021.1 Provisional internship permit

80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

Fullerton School District BP 4131

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

(11/08 12/13) 5/17

Fullerton School District

Board Policy

Non-School Employment

BP 4136

Personnel

Board Adopted:

In order to help maintain public trust in the integrity of District operations, the Governing Board expects all employees to give the responsibility of their positions precedence over any other outside employment. A district employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her district duties.

An outside activity shall be considered inconsistent, incompatible, or inimical to district employment when such activity:

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another district employee or Board member

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

Tutoring

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51520 Prohibited solicitation on school premises
GOVERNMENT CODE
1126 Incompatible activities of employees
1127 Incompatible activities; off duty work
1128 Incompatible activities, attorney
CODE OF REGULATIONS, TITLE 5
80334 Unauthorized private gain or advantage
ATTORNEY GENERAL OPINIONS
70 Ops.Cal.Atty.Gen. 157 (1987)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

CSBA Revisions

(9/91) 7/08

Fullerton School District

Board Policy

Negotiations/Consultation

BP 4143, 4243

Personnel

Board Adopted:

The Board of Trustees recognizes its responsibility to represent the public's interests in the collective bargaining process. In ratifying agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the District in order to provide students with a high-quality instructional program based on a sound, realistic budget.

The Board and the Superintendent shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations. The Board shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of District goals and priorities.

The Board and its bargaining team shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation.

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the District regarding the proposed changes.

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of District compensation when meeting and negotiating and/or for the processing of grievances.

The Board and its bargaining team shall establish standards of conduct pertaining to the negotiations process for members of the bargaining team. Certain meetings related to negotiations shall not be open to the public in accordance with Government Code 3549.1 and 54957.6, except as otherwise required by law. Matters discussed in these meetings shall be kept in strict confidence in accordance with law.

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the District.

The Board shall monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the District's short- and long-term fiscal, programmatic, instructional, and personnel goals.

The Board and/or Superintendent or designee shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals unless otherwise agreed upon by the District and exclusive representative.

Whenever the District has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The District shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement.

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years.

In the event of an impasse in negotiations, the district shall participate in good faith in mediation and fact-finding procedures pursuant to Government Code 3548-3548.8.

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing and ratified by the Board and the employees' exclusive representative.

Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

Legal Reference:

EDUCATION CODE

44987 Service as officer of employee organization (certificated)

45210 Service as officer of employee organization (classified)

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org/labormgmt>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.aspx>

CSBA Revisions

(10/95 3/07) 4/15

Fullerton School District

Board Policy

Peer Assistance and Review

BP 4139

Personnel

Board Adopted: September 28, 2010

~~In order to assist teachers who may need additional development in subject matter knowledge and/or teaching strategies, the Board of Trustees shall work with the local teachers' organization to establish and maintain a program of peer assistance and review linking participating teachers with exemplary teachers serving as consulting teachers. Consulting teachers shall provide sustained, intensive support including, but not limited to, multiple classroom observations, recommendations for staff development and regular meetings with participating teachers.~~

~~The Superintendent or designee shall establish in accordance with law a joint teacher administrator peer review panel to manage the program.~~

~~Board decisions regarding the continued employment of an individual participating teacher shall include consideration of the results of the individual's participation in the peer assistance and review program and the recommendations of the consulting teacher and review panel.~~

~~The Board shall coordinate policies and procedures related to the District's peer assistance and review program with other District activities for staff development, teacher support, and staff evaluation.~~

The Board of Trustees recognizes the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. The Superintendent or designee shall develop a program of intensive professional development and consultation to help interns and beginning teachers apply their academic preparation more effectively in the classroom and to assist other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management.

The Superintendent or designee shall coordinate individualized teacher support and guidance activities developed pursuant to this policy with other district staff development programs and staff evaluation processes.

Teachers may volunteer to participate in a teacher support and guidance program or may be referred to such services based on their performance evaluation.

Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies and have strong interpersonal and communication skills. Support may include, but is not limited to, classroom observations, regular meetings with the support provider, and an individualized plan for professional development or coursework that takes into consideration the teacher's assignment and prior preparation and experience. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

The Superintendent or designee shall ensure the timely assignment of qualified support providers to participating teachers and for reassignment as needed. He/she shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time

and resources to assist other teachers.

The District may provide a stipend to support providers in accordance with the collective bargaining agreement and District budget.

The performance of a participating teacher shall be monitored by the support provider, Superintendent or designee, and/or a panel of teachers and administrators in order to determine whether the teacher has met program goals and to make recommendations for follow-up support or employment action, as appropriate.

The Superintendent or designee shall regularly evaluate the District's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting District goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

Legal References:

EDUCATION CODE

~~44279.1-44279.7 Beginning teacher support and assessment~~
~~44325-44328 District intern program~~
~~44500-44508 Peer assistance and review program~~
~~44560-44562 Certificated Staff Mentoring Program~~
~~44662 Evaluation of certificated employees~~
~~44664 Evaluation~~

Management Resources:

WEB SITES

~~CSBA: <http://www.csba.org>~~
~~CDE: <http://www.cde.ca.gov>~~
~~California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>~~
~~California Teachers Association: <http://www.cta.org>~~
~~California Federation of Teachers: <http://www.cft.org>~~

CSBA Revisions

~~7/99~~

EDUCATION CODE

44259 Credential requirements
44259.5 Standards for professional preparation programs
44275.4 Credential requirements, induction, out-of-state teachers
44325-44328 District interns
44450-44468 University interns
44830.3 Interns, professional development and guidance

CODE OF REGULATIONS, TITLE 5

80021 Short-term staff permit
80021.1 Provisional internship permit
80026.5 Orientation, guidance, and assistance for emergency permit holders
80033 Intern teaching credential
80055 Intern credential
80413 Credential requirements

Fullerton School District BP 4139

80413.3 Credential requirements; teachers with out-of-state credentials
UNITED STATES CODE, TITLE 20
6601-6702 Preparing, training and recruiting high quality teachers and principals

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev.

February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners,
Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May
2013

Multiple and Single Subject Induction Programs (program standards, preconditions, and language
addressing the teaching of English learners), rev. January 2013

California Standards for the Teaching Profession, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

8/14

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, December 10, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and she led the pledge of allegiance to the flag. No public comments.

Board Members present: Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez
(Trustee Berryman absent for this portion of the Board of Trustees Meeting.)

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt
(Julienne Lee was absent from the Board Meeting due to her attending the Apple Distinguished School celebration for Robert C. Fisler and Valencia Park Schools: Dr. Chad Hammitt present for Closed Session only.)

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918]

Call to Order, Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session – Board Room

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:00 p.m. and Dottie Pendleton (FSD teacher) led the pledge of allegiance to the flag. She reported that in closed session the Board voted 3-1-1 (Trustee Sugarman opposed and Trustee Berryman absent) to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2019090426). The District agrees to contract with Professional Tutors of America to provide fifteen (15) hours of tutoring as compensatory education. The District agrees to pay, as a compromise and settlement only, the sum of Six Thousand Five Hundred Dollars (\$6,500.00) for all attorneys' fees owed or paid by Parent in connection with the Action.

In Closed Session the Board voted 4-0-1 (Trustee Berryman absent) to approve a settlement agreement with Employee ID #2460.

President Meyer offered a moment of silence in memory of Tony Valla, former Fullerton School District Board of Trustee member. Per Mr. Valla's family, in lieu of flowers, a donation can be made to the Fullerton Education Foundation.

Organization of the Board of Trustees

Moved by Aaruni Thakur, seconded by Hilda Sugarman and carried 4-0-1 (Trustee Berryman absent) to elect Jeanette Vazquez to be the 2020 President of the Board of Trustees.

Newly elected Board President Jeanette Vazquez assumed responsibilities at this time.

Dr. Bob Pletka thanked President Meyer for her leadership as President of the Board of Trustees and presented her with a piece of framed student artwork and flowers on behalf of the Board and Fullerton School District. Dr. Pletka thanked President Meyer for the work she accomplished during her year as President. President Meyer thanked the Board of Trustees for allowing her to serve as President.

Moved by Janny Meyer, seconded by Aaruni Thakur and carried 4-0-1 (Trustee Berryman absent) to elect Hilda Sugarman as 2020 Vice President of the Board of Trustees.

Moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 4-0-1 (Trustee Berryman absent) to elect Beverly Berryman as 2020 Clerk of the Board of Trustees.

Moved by Janny Meyer, seconded by Hilda Sugarman and carried 4-0-1 (Trustee Berryman absent) to appoint Dr. Bob Pletka as 2020 Secretary to the Board of Trustees.

Meeting dates for 2020: January 14, February 11, March 10, April 14, May 12, June 9 and 23, July 28, August 11, September 8 and 22, October 13, November 10, and December 15.

Moved by Hilda Sugarman seconded by Aaruni Thakur and carried 4-0-1 (Trustee Berryman absent) to approve Board meeting dates for 2020.

Moved by Janny Meyer, seconded by Jeanette Vazquez and carried 4-0-1 (Trustee Berryman absent) to appoint Hilda Sugarman as representative for OCSBA Political Action Committee for 2020.

Moved by Janny Meyer, seconded by Hilda Sugarman and carried 4-0-1 (Trustee Berryman absent) to appoint Aaruni Thakur as alternative representative for OCSBA Political Action Committee for 2020.

Moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 4-0-1 (Trustee Berryman absent) to appoint Janny Meyer as representative for the County Committee on School District Organization for 2020.

Moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 4-0-1 (Trustee Berryman absent) to appoint Beverly Berryman as the alternative representative for the County Committee on School District Organization for 2020.

Superintendent's Report

Dr. Pletka stated it is the last Board of Trustees meeting in 2019 and wished everyone a Happy Holiday Season.

Information from the Board of Trustees

Trustee Thakur- He attended the FSD Block party for Trustee Area 2 on November 13, 2019, and commented the event was a great success. He wished everyone a Happy Holiday Season.

Trustee Sugarman- She thanked the staff and administration at the sites for planning many programs and events for students; she thanked Carmen Serna, Executive Assistant, for coordinating several events the Board of Trustees attended while attending the California School Boards Association (CSBA) Annual Conference in San Diego. Trustee Sugarman shared one of her favorite sessions she attended at CSBA was a community outreach session. She congratulated President Vazquez as her new role as president for the Board of Trustees.

Trustee Meyer- She congratulated Acacia and Robert C. Fidler Schools for being National Blue Ribbon Schools; she represented the Board of Trustees at the National Blue Ribbon recognition on November 15, 2019. She stated the majority of the Board attended the CSBA Annual Conference and one of the highlights of the conference was having a joint meeting with the FJUHS Board of Trustees to exchange ideas about transitioning students from Fullerton School to District to the Fullerton Joint High School District.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Mark Jacobs- He stated FETA endorses the District's effort to improve FSD facilities though the passage of a bond, Measure J, that will be presented to the voters of Fullerton in March 2020. He shared the vast majority of FSD schools are well over 50 years old. Julianne Lee (Assistant Superintendent of Educational Services), Robin Gilligan (Director of Student Support Services) and Mark Jacobs are partnering to meet with each site leadership team in the district in order to strengthen the relevance and role of site leadership teams. In response to junior high colleagues, a second PBIS Think Tank meeting was held where PBIS coaches, administrators, and teachers came together to discuss at-risk behavior students and possible strategies. Mr. Jacobs thanked Dr. Pletka and Helene Morris (Director of Administrative Services) for listening to concerns and for allowing the Think Tank to address any concerns. He wished everyone a Happy Holiday Season.

CSEA– Tonya Belleque- She thanked the Board, in advance, for considering approving the 2019/2020 tentative agreement for CSEA. Inspired by the PAL Retreat and the PAL process, Robin Gilligan and her department has been working to build a new PAL team for Student Support Services. As the Holiday break comes near, CSEA would like to acknowledge the hard work of the Facilities, Maintenance, and Operations Department to complete ongoing projects Districtwide. She wished everyone a Happy Holiday Season.

FESMA –Robin Gilligan – She reminded everyone the Every Student Succeeding event will be held on January 16, 2020 at First Evangelical Free Church and wished everyone Happy Holidays.

Public Comments

No public comments.

Trustee Berryman joined the FSD Board of Trustees meeting at this time.

Approve Minutes

Moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to approve the minutes of the Regular meeting on November 12, 2019.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to approve the consent items. The Board commented on consent item #1b, #1i, and #1p.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0039, N22D0204 through N22D0247, N22E0098 through N22E0155, N22M0063 through N22M0182, N22R0385 through N22R0565, N22V0063, and N22X0020 through N22X0361 for the 2019/2020 school year

1d. Approve/Ratify Nutrition Services purchase orders numbered 220262 through 220327 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 124943 through 125479 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13971 through 14031 for the 2019/2020 school year.

1g. Approve rejection of a claim against the Fullerton School District numbered: 1906509.

1h. Approve funding increase in the Agreement with Swing Education effective December 11, 2019.

1i. Approve 2019/2020 School Plan for Student Achievement (SPSA) and budgets for all school sites.

1j. Approve/Ratify Service Agreement between Learning Genie, Inc., and Fullerton School District for Software Application and Technical Support effective July 1, 2019 through June 30, 2020.

1k. Approve Agreement between Fullerton School District and YouthTruth to provide continued Customized Survey Services from November 2019 through June 2022.

1l. Approve Contract between Fullerton School District and San Joaquin County Office of Education Center for Educational Development to provide annual programming and maintenance of SEIS/SIS Integration components and services starting December 2019.

1m. Approve/Ratify Agreement between Fullerton School District and Momentum in Teaching to provide professional development for Writers Workshop training at Raymond School on December 2-3, 2019.

1n. Approve/Ratify warrant number 1126 for the 2019/2020 school year.

1o. Approve/Ratify warrant number 1209 for the 2019/2020 school year.

1p. Adopt resolutions numbered 19/20-B012 through 19/20-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1q. Approve Disclosure Compliance Officer Report for 2018/2019 for Community Facilities District 2000-1 (District 40, Van Daele) and for Community Facilities District 2001-1 (District 48 Amerige Heights).

1r. Approve the agreement for a DSA Project Inspector to Knowland Construction Services as part of the Board

Approved Agreement between Fullerton School District and PFMG Solar, LLC/Constellation.

1s. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of sports field surfaces located at Golden Hill Elementary School.

1t. Approve additive change order #A for KYA Services, LLC, for the additional area clearing and site preparation of the grounds located at Valencia Park Elementary School.

1u. Approve agreement between Fullerton School District and Faciltron, Inc., for facilities management portal (work orders), effective January 1, 2020 through June 30, 2023.

1v. Rejection of the Bid No. FSD-19-20-MF-01 Transportation Department Modular Building.

1w. Approve/Ratify Classified Personnel Report.

1x. Approve/Ratify Addendum #1 to the Agreement between Fullerton School District and Return-to-Work Partners for consulting services effective June 1, 2019 – July 1, 2020.

1y. Approve Agreement between Fullerton School District and Heinemann to provide professional development for Beechwood and Acacia teachers on January 6, 2020.

1z. Approve/Ratify Contractor Agreement between the Fullerton School District Matrix Imaging Products, Inc. for the secure scanning and storage of student permanent record cards effective November 16, 2019.

Organizational Meetings of the Capital Facilities Corporation and Financing Authority

President Vazquez adjourned the Regular Meeting of the Board of Trustees at 6:48 p.m. and convened the meeting of the Fullerton School District Capital Facilities Corporation at 6:49 p.m.

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to appoint Jeanette Vazquez as President of the Corporation; Moved by Hilda Sugarman, seconded by Janny Meyer to appoint Beverly Berryman as the Secretary of the Corporation; Moved by Hilda Sugarman, seconded by Janny Meyer to appoint Dr. Bob Pletka as Vice President of the Corporation; and moved by Hilda Sugarman, seconded by Janny Meyer appoint Dr. Robert Coghlan as the Chief Financial Officer of the Corporation.

President Meyer adjourned the meeting of the Capital Facilities Corporation at 6:50 p.m. and convened at 6:51 p.m., the meeting of the Fullerton School District Financing Authority.

Moved by Janny Meyer, seconded by Aaruni Thakur and carried 5-0 to appoint Jeanette Vazquez as President of the Authority; Moved by Janny Meyer, seconded by Aaruni Thakur to appoint Beverly Berryman as the Clerk of the Authority; Moved by Janny Meyer, seconded by Aaruni Thakur to appoint Dr. Bob Pletka as the Executive Director of the Authority; and Moved by Janny Meyer, seconded by Aaruni Thakur to appoint Dr. Robert Coghlan as the Finance Director of the Authority.

President Vazquez adjourned the meeting of the Financing Authority at 6:52 p.m. and reconvened the Regular Meeting of the Board of Trustees at 6:53 p.m.

Discussion/Action Items:

2a. Approve/Ratify Tentative Agreement (TA) between California School Employees Association, Chapter #130 (CSEA) and Fullerton School District for July 1, 2019 through June 30, 2020.

It was moved by Janny Meyer, seconded by Aaruni Thakur and carried 5-0 to Approve/Ratify Tentative Agreement (TA) between California School Employees Association, Chapter #130 (CSEA) and Fullerton School District for July 1, 2019 through June 30, 2020. President Vazquez thanked Dr. Chad Hammitt (Assistant Superintendent of Personnel Services) and the negotiations teams for successfully reaching a TA so quickly.

2b. Approve/Ratify the 2019/2020 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) effective July 1, 2019 through June 30, 2020.

It was moved by Hilda Sugarman, seconded by Aaruni Thakur, and carried 5-0 to Approve/Ratify the 2019/2020 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) effective July 1, 2019 through June 30, 2020.

2c. Approve fifth contract amendment of Board-approved Contract for District Superintendent.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to approve fifth contract amendment of Board-approved Contract for District Superintendent. The Board thanked Dr. Pletka for his leadership.

2d. Approve amendments to Assistant Superintendents' contracts for 2019/2020.

It was moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to Approve amendments to Assistant Superintendents' contracts for 2019/2020.

2e. Approve/Ratify compensation adjustments for Fullerton School District's management group for the 2019/2020 school year, effective July 1, 2019 through June 30, 2020.

It was moved by Hilda Sugarman, seconded by Janny Meyer, and carried 5-0 to Approve/Ratify compensation adjustments for Fullerton School District's management group for the 2019/2020 school year, effective July 1, 2019 through June 30, 2020.

2f. Approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

It was moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to Approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

Board Member Request(s) for Information and/or Possible Future Agenda Items

A census report will be presented to the Board of Trustees at the January 14, 2020, Board Meeting.

Adjournment

President Vazquez adjourned the Regular meeting on December 10, 2019 at 7:26 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, January 14, 2020
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Call to Order, Pledge of Allegiance

Public Comments regarding Closed Session Items

5:30 p.m.- Recess to Closed Session – Agenda:

•Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Recess from Open Session for Recognitions

Held at Educational Leadership Center located at 1401 W. Valencia Drive, Fullerton, CA 92833

National Blue Ribbon Schools (Acacia and Robert C. Fisler School)
Apple Distinguished Schools (Robert C. Fisler and Valencia Park Schools)
California Distinguished Schools (Acacia, Laguna Road, and Robert C. Fisler Schools)
Fullerton Pop Warner JV Titans, Junior Varsity Division
Catch Me at My Best Recipients

Census 2020 Information Presentation (Board Room)

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting December 10, 2019

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0040 through N22C0046, N22D0248 through N22D0266, N22E0176 through N22E0215, N22M0197 through N22M0211, N22R0759 through N22R0837, N22S0008 through N22S0010, N22T0023 through N22T0026, N22V0088 through N22V0095, N22X0371 through N22X0376, N22Y0079 through N22Y0082, N22M0056, N22M0084, N22M0102, N22M0118, N22M0177, N22R0096, N22R0290, N22R0427 through N22R0428, N22R0650, N22X0021, N22X0023, N22X0055, N22X0130, N22X0165, N22X0198, N22X0282, N22X0290, N22X0292, N22X0314, N22X0324, N22X0327 through N22X0328, N22X0356, N22X0358, N22X0367, N22Y0058, N22Z0014, N22Z0071, and N22Z0074 for the 2019/2020 school year.

N22R0674 through N22R0758, N22S007, N22T0022 through N22T0023, N22V0076 through N22V0087, N22X0364 through N22X0370, N22Y0077 through N22Y0078, N22E0155 through N22E0175, N22M0183 through N22M0196, N22R0544 through N22R0673 (for the period of 10/25/2019 through 11/22/2019).

1d. Approve/Ratify Nutrition Services purchase orders numbered 220328 through 220381 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 125480 through 125988 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14032 through 14091 for the 2019/2020 school year.

1g. Approve Substitute Teacher pay rate effective January 15, 2020.

1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2019 – December 31, 2019).

- 1i. Approve Five-Year Contract with Spectrum to provide a 10Gbps fiber optic circuit from each school to the Fullerton School District Office effective July 1, 2020 through June 30, 2024.
- 1j. Approve out-of-state conference attendance for Wes Kriesel and Pablo Diaz to attend the National Association of Broadcasters (NAB) show in Las Vegas, Nevada, April 18-22, 2020.
- 1k. Approve service agreement between Fullerton School District and Level Data, for managed service and State Data Validation Suite for the 2019/2020 school year.
- 1l. Adopt resolutions numbered 19/20-B019 through 19/20-B021 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1m. Approve agreement with Nigro & Nigro, PC, to perform auditing services for the Fullerton School District for the fiscal years 2019/2020 through 2020/2021.
- 1n. Approve contract for the purchase of technology equipment and peripherals from Irvine Unified School District piggyback Bid No. 19/20-01 IT awarded to CDW Government, LLC. through December 31, 2021.
- 1o. Approve contract between Fullerton School District and JFK Transportation Co., Inc., to provide transportation for field trips, effective January 15, 2020, through June 30, 2020.
- 1p. Approve/Ratify agreement emergency cross lot drainage between Fullerton School District and Melia Homes – Via Amor Project.
- 1q. Approve/Ratify Addendum between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.
- 1r. Approve/Ratify Addendum for the GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019.
- 1s. Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Sunset Lane School on February 24-25, 2020.
- 1t. Approve out-of-state conference attendance for two Child Development Services staff members to attend the Opal School Summer Symposium 2020 in Portland, Oregon, June 17-20, 2020.
- 1u. Approve/Ratify out-of-state conference attendance for Orangethorpe School staff to attend the Rock and Roll Forever Foundation Gala, Manhattan, New York, November 21-25, 2019.
- 1v. Approve/Ratify Addendum to Agreement between Fullerton School District and Summit View School DBA STEM3 Academy OC effective January 15, 2020 through June 30, 2020.
- 1w. Approve/Ratify Classified Personnel Report.
- 1x. Approve Resolution #19/20-11 recognizing January 20, 2020 as Dr. Martin Luther King, Jr. Day.

Discussion/Action Items:

2a. Approve/Ratify Memorandum of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Sick Leave for the 2019/2020 school year.

2b. Approve/Ratify Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Extracurricular Activity for the 2019/2020 school year.

2c. Hear presentation and accept the 2018/2019 Audit Report.

Administrative Reports:

3a. First Reading of Revised Pupil Attendance Calendars for the 2021/2022 School Year.

3b. First Reading of New and Revised Board Policies

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Bullying

3c. California School Dashboard State Indicators and English Learner roadmap Board report

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, February 11, 2020, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesitan. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 **72시간전**에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra period(s), resignation(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: January 14, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Tritone Music Academy Inc.	Community Partner(s)	Monetary Donation	School programs	\$160.00
Acacia	Enna Eskin	Parent(s)	Monetary Donation	K-2 Classroom Donation	\$300.00
Acacia	Abbvie YourCause, LLC	Community Partner(s)	Monetary Donation	Donation	\$500.00
Beechwood	Beechwood School PTSA	PTA	Monetary Donation	Library renovation/improvement	\$10,000.00
Fisler	Fisler Foundation for the Advancement of Science and Technology (FFAST)	Community Partner(s)	Monetary Donation	2nd Grade iPads and cart	\$10,104.00
Fisler	Wells Fargo Foundation	Community Partner(s)	Monetary Donation	Instructional/Technology supplies	\$110.00
Fisler	Fisler PTSA	PTA	Monetary Donation	Field trip and office supply donation	\$15,200.00
Fisler	Fullerton Education Foundation	Community Partner(s)	Monetary Donation	Fullerton Education Grant for Kyle Stava's classroom	\$1,000.00
Fisler	Fisler Foundation for the Advancement of Science and Technology (FFAST)	Community Partner(s)	Monetary Donation	Gizmos purchase	\$3,738.60
Golden Hill	Life Touch	Community Partner(s)	Monetary Donation	School programs	\$543.49
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	Monetary Donation	Media center upgrade	\$10,000.00
Hermosa Drive	Fullerton Education Foundation	Community Partner(s)	Monetary Donation	Legacy Grant for Kindness	\$1,000.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary Donation	Enrichment Donation	\$7,041.05
Laguna Road	Fullerton Rotary Foundation	Community Partner(s)	Monetary Donation	Speech Club donation	\$83.70
Nicolas Jr. High	Fullerton Rotary Foundation	Community Partner(s)	Monetary Donation	Dance uniforms, shoes, field trips	\$600.00
Pacific Drive	Education Foundation	Community Partner(s)	Monetary Donation	2nd Grade Donation	\$2,680.00
Parks Jr. High	Haengsuk Han	Parent(s)	Monetary Donation	After School Sports Donation (Girls Basketball)	\$100.00
Parks Jr. High	Valerie Mitchelson	Parent(s)	Monetary Donation	After School Sports Donation (Girls Basketball)	\$100.00

Parks Jr. High	Chang Whan Chae	Parent(s)	Monetary Donation	After School Sports Donation (Girls Basketball)	\$100.00
Parks Jr. High	Alison Wong	Parent(s)	Monetary Donation	After School Sports Donation (Girls Basketball)	\$100.00
Raymond	Raymond PTA	PTA	Monetary Donation	4th Grade recorder program	\$600.00
Sunset Lane	Education Foundation for OC Schools	Community Partner(s)	Monetary Donation	"Diverse Books" for Mrs. Migliorini's 3rd Grade Class	\$4,110.66
Valencia Park	Fullerton Education Foundation	Community Partner(s)	Monetary Donation	Fullerton Education Foundation Auction	\$220.00
Valencia Park	OC United	Community Partner(s)	Monetary Donation	Walkie talkie radio device	\$289.76
Woodcrest	Fullerton Education Foundation	Community Partner(s)	Monetary Donation	Photography club	\$100.00

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0040 THROUGH N22C0046, N22D0248 THROUGH N22D0266, N22E0176 THROUGH N22E0215, N22M0197 THROUGH N22M0211, N22R0759 THROUGH N22R0837, N22S0008 THROUGH N22S0010, N22T0023 THROUGH N22T0026, N22V0088 THROUGH N22V0095, N22X0371 THROUGH N22X0376, N22Y0079 THROUGH N22Y0082, N22M0056, N22M0084, N22M0102, N22M0118, N22M0177, N22R0096, N22R0290, N22R0427 THROUGH N22R0428, N22R0650, N22X0021, N22X0023, N22X0055, N22X0130, N22X0165, N22X0198, N22X0282, N22X0290, N22X0292, N22X0314, N22X0324, N22X0327 THROUGH N22X0328, N22X0356, N22X0358, N22X0367, N22Y0058, N22Z0014, N22Z0071, AND N22Z0074 FOR THE 2019/2020 SCHOOL YEAR.

N22R0674 THROUGH N22R0758, N22S007, N22T0022 THROUGH N22T0023, N22V0076 THROUGH N22V0087, N22X0364 THROUGH N22X0370, N22Y0077 THROUGH N22Y0078, N22E0155 THROUGH N22E0175, N22M0183 THROUGH N22M0196, N22R0544 THROUGH N22R0673 (FOR THE PERIOD OF 10/25/2019 THROUGH 11/22/2019).

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0040 through N22C0046, N22D0248 through N22D0266, N22E0176 through N22E0215, N22M0197

through N22M0211, N22R0759 through N22R0837, N22S0008 through N22S0010, N22T0023 through N22T0026, N22V0088 through N22V0095, N22X0371 through N22X0376, N22Y0079 through N22Y0082, N22M0056, N22M0084, N22M0102, N22M0118, N22M0177, N22R0096, N22R0290, N22R0427 through N22R0428, N22R0650, N22X0021, N22X0023, N22X0055, N22X0130, N22X0165, N22X0198, N22X0282, N22X0290, N22X0292, N22X0314, N22X0324, N22X0327 through N22X0328, N22X0356, N22X0358, N22X0367, N22Y0058, N22Z0014, N22Z0071, and N22Z0074 for the 2019/2020 school year.

N22R0674 through N22R0758, N22S007, N22T0022 through N22T0023, N22V0076 through N22V0087, N22X0364 through N22X0370, N22Y0077 through N22Y0078, N22E0155 through N22E0175, N22M0183 through N22M0196, N22R0544 through N22R0673 (for the period of 10/25/2019 through 11/22/2019).

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/14/2020

FROM 11/23/2019 TO 12/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0040	ORANGE CNTY DEPARTMENT OF EDUC	270.00	270.00	0130216101 5210	LCFF SupplementalInstr Hermosa / Conferences and
N22C0041	ORANGE CNTY DEPARTMENT OF EDUC	120.00	120.00	0130216101 5210	LCFF SupplementalInstr Hermosa / Conferences and
N22C0042	ORANGE CNTY DEPARTMENT OF EDUC	90.00	90.00	0130216101 5210	LCFF SupplementalInstr Hermosa / Conferences and
N22C0043	NATURE EXPLORE	800.00	800.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
N22C0044	CA CHILDREN AND FAMILIES COMMI	1,750.94	1,750.94	12 3101	Child Development / STRS Certificated Positions
N22C0045	CALIFORNIA SCHOOL NURSES ORGAN	725.00	725.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
N22C0046	ORANGE CNTY DEPARTMENT OF EDUC	95.00	95.00	0130223101 5210	LCFF Supplemental Instr Parks / Conferences and Meetings
N22D0248	BARNES AND NOBLE INC	688.18	688.18	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22D0249	BRAINPOP LLC	2,690.00	2,690.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0250	HEINEMANN PUBLISHING	21.55	21.55	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0251	PERMA BOUND	1,999.80	1,999.80	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0252	COMPANION CORPORATION	58.10	58.10	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0253	IMAGINAVI INC	4,481.39	4,481.39	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22D0254	IMAGINAVI INC	1,891.01	1,891.01	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22D0255	SUPPLY MASTER	338.35	338.35	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0256	COLOR BLAZE SUPPLY LLC	807.86	807.86	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
N22D0257	COMPLETE BUSINESS SYSTEMS	1,613.45	1,613.45	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22D0258	ROSETTA STONE LTD	825.00	825.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22D0259	JOHNSON, BERNARD	190.00	190.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22D0260	EAGLE COMMUNICATIONS	107.49	107.49	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
N22D0261	TEACHER CREATED MATERIALS	17.99	17.99	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
N22D0262	SPELLINGCITY.COM INC	675.00	675.00	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
N22D0263	SPORTDECALS INC	764.56	764.56	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
N22D0264	SCHOOL NURSE SUPPLY INC	289.85	289.85	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/14/2020

FROM 11/23/2019 TO 12/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0265	JONES SCHOOL SUPPLY	311.20	311.20	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0266	SCHOOL NURSE SUPPLY INC	307.80	307.80	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22E0176	BOUGHTER, DOUG	25.81	25.81	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
N22E0177	GEE, TRICIA	25.31	25.31	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0178	BYUN, CHRISTINE	34.47	34.47	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22E0180	VALENZUELA, NATALIE	419.17	419.17	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0181	CAMPOS, KRISTEN	205.42	205.42	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22E0182	MACHADO, LESLEY	112.14	112.14	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0183	MYERS, KYLE	173.39	173.39	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22E0184	MARCUS, NANCY	30.00	30.00	0152055779 4350	Education Services Discret / Materials and Supplies Office
N22E0185	PRADO, CRYSTAL	12.99	12.99	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0186	PAIZ, KATHLEEN	206.22	206.22	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
N22E0187	MOSQUEDA, CORINNE	131.43	131.43	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0188	DAVIS, JEREMY	59.34	59.34	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
N22E0189	WOLF, ROCHELLE	162.16	162.16	0121229261 4350	Title I Woodcrest Parent Part / Materials and Supplies Offic
N22E0190	KHAMVONG, JEANETH	63.75	63.75	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22E0191	FLESSING, HEATHER	157.52	157.52	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22E0192	CHAVEZ, CLAUDIA	68.97	68.97	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22E0193	ORTIZ, GINA	99.06	99.06	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0194	BYUN, CHRISTINE	27.47	27.47	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0195	ARELLANO-HERNANDEZ, ANN	51.19	51.19	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0196	DUCHSHERER, KATHERINE	54.41	54.41	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22E0197	CAT-AURELIO, THUY	71.83	71.83	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22E0198	COCKERILL, HEIDI ANN	116.70	116.70	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

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N22E0199	MCCOMB, YOLANDA	273.16	273.16	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0200	ANDERSSON, ANNICA	21.85	21.85	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0201	MOYER, MAGGIE	226.66	226.66	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0202	STOUT, ROSALIE	81.52	81.52	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
N22E0203	SOTELO, JOSE	12.90	12.90	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22E0204	CLEARY-HORN, KIMBERLY	231.09	231.09	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0205	CARDENAS, VALERIE	177.79	177.79	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0206	CORSINI, LESLIE	37.88	37.88	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies
N22E0207	FAUR, JULEEN	609.75	609.75	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0208	PRADO, CRYSTAL	82.97	82.97	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0209	KIM, ESTELLE	40.97	40.97	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
N22E0210	LEE, LAUREN	496.97	496.97	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0211	BEECHER, LINDA	1,636.96	1,636.96	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0212	ROUNDS, CYNTHIA	538.87	538.87	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0213	SANCHEZ, VANESSA	59.63	59.63	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22E0214	KLAUSMEIER, TERESA	70.18	70.18	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
N22E0215	GREER, MARGARET	97.48	97.48	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22M0197	C BELOW INC.	7,375.00	7,375.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0198	DAILY JOURNAL CORPORATION	814.90	271.63	0153353859 5805	Maintenance Facilities DC / Consultants
			271.64	2567150851 5805	Facilities / Consultants
			271.63	2567150859 5805	Facilities Improvement Central / Consultants
N22M0199	DEPT OF INDUSTRIAL RELATIONS	125.00	125.00	0153353819 5899	Plant Maintenance DC / Other Expenses
N22M0200	AMBIENT ENVIRONMENTAL INC	300.00	300.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0201	SCOTT OVERHEAD DOORS AND DOCK	9,708.00	9,708.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of

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N22M0202	UNIVERSAL ASPHALT COMPANY INC	5,200.00	5,200.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0203	CARSON LANDSCAPE SUPPLY	8,257.51	4,644.64	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
			3,612.87	0154753849 6450	Grounds Discretionary / Repl Equip Less Than \$10,000
N22M0204	NEW DIMENSIONS GENERAL CONSTRU	4,483.56	4,483.56	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0205	NEW DIMENSIONS GENERAL CONSTRU	3,384.30	3,384.30	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0206	NEW DIMENSIONS GENERAL CONSTRU	3,356.73	3,356.73	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0207	NEW DIMENSIONS GENERAL CONSTRU	13,100.67	13,100.67	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0208	ORTCO INC	5,948.38	5,948.38	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0209	S AND R AIR CONDITIONING AND H	387.50	387.50	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0210	NEW DIMENSIONS GENERAL CONSTRU	11,641.13	11,641.13	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0211	MIRACLE RECREATION EQUIPMENT C	826.02	826.02	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0759	AMAZON.COM	958.87	958.87	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0760	CHILDIST PUBLICATIONS LLC	422.78	422.78	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0761	KAMSTRA PIANO TUNING LLC	280.00	280.00	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
N22R0762	COLLABORATIVE LEARNING SOLUTIO	833.00	833.00	0130218271 5800	LCFF Suppl Admin Laguna Road / Other Contracted
N22R0763	AMAZON.COM	151.15	151.15	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0764	COLETTE'S CATERING AND EVENTS	3,938.34	3,938.34	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0765	PEARSON ASSESSMENT INC	4,996.37	4,996.37	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
N22R0766	ROSETTA STONE LTD	3,875.00	3,875.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
N22R0767	MATHEMATICAL OLYMPIADS FOR ELE	948.65	948.65	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0768	DEMCO INC	1,465.45	1,465.45	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0769	AMAZON.COM	11.02	11.02	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0770	AMAZON.COM	239.15	239.15	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0771	AMAZON.COM	253.11	253.11	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr

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N22R0772	AMAZON.COM	53.84	53.84	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
N22R0773	STERLING PRODUCTIONS	800.00	800.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0774	FLINN SCIENTIFIC	128.45	128.45	0130423119 4310	LCFF Base Science Parks JrHigh / Materials and Supplies
N22R0775	CLIPPERS G LEAGUE LLC	2,000.00	2,000.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0776	CDW.G	543.90	543.90	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
N22R0777	TANGIBLE PLAY INC	850.15	850.15	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0778	AMAZON.COM	138.51	138.51	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22R0779	AMAZON.COM	126.61	126.61	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0780	PEARSON ASSESSMENT INC	200.20	200.20	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0781	ORIGINAL WORKS-YOURS INC.	4,332.82	4,332.82	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
N22R0782	AMAZON.COM	75.43	75.43	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
N22R0783	AMAZON.COM	54.92	54.92	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0784	ESPECIAL NEEDS	274.71	274.71	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0785	SCHOLASTIC INC	585.73	585.73	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
N22R0786	AMAZON.COM	39.81	39.81	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0787	HEINEMANN PUBLISHING	406.24	406.24	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0788	VIRCO MANUFACTURING	78.84	78.84	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0789	PRETTY LITTLE EVENTS	200.00	200.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0790	CDW.G	224.92	224.92	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0791	EDUCATIONAL TESTING SERVICE	191.10	191.10	0150855359 5810	District Testing / Data Processing Services
N22R0792	TEACHERS PAY TEACHERS	59.26	59.26	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R0793	AMAZON.COM	32.33	32.33	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R0794	CALIFORNIA WEEKLY EXPLORER INC	1,125.00	1,125.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22R0795	AMAZON.COM	66.78	66.78	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst

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N22R0796	ORANGE CNTY DEPARTMENT OF EDUC	804.75	804.75	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0797	WESTERN PSYCHOLOGICAL SERVICES	117.75	117.75	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0798	UC REGENTS	1,279.44	1,279.44	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0799	AFFECTING BEHAVIOR CHANGE INC	2,200.00	2,200.00	0139155101 5805	Positive Behavior Interv Instr / Consultants
N22R0800	AMAZON.COM	35.41	35.41	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22R0801	DEMCO INC	781.56	781.56	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0802	BRAINPOP LLC	230.75	230.75	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22R0803	HAND2MIND INC	281.42	281.42	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0804	BARNES AND NOBLE INC	314.32	314.32	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0805	RUG-ED PRODUCTS INC	6,949.88	6,949.88	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R0806	AMAZON.COM	106.46	106.46	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0807	BRAINPOP LLC	1,850.00	1,850.00	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Instr
N22R0808	ENTERPRISE PRINTING AND GRAPHI	394.00	394.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0809	ENTERPRISE PRINTING AND GRAPHI	1,370.00	1,370.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0810	AMAZON.COM	425.61	425.61	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0811	CDW.G	81.72	81.72	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0812	AMAZON.COM	182.96	182.96	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0813	RIVERSIDE ASSESSMENTS LLC	223.40	223.40	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0814	MOMENTUM IN TEACHING LLC	3,400.00	3,400.00	0121224101 5805	Title I Raymond Instruction / Consultants
N22R0815	AMAZON.COM	22.29	22.29	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0816	SIERRA SCHOOL EQUIPMENT COMPAN	2,823.05	2,823.05	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0817	WESTED	1,352.80	1,352.80	0135155391 4350	TUPE Coordinator / Materials and Supplies Office
N22R0818	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
N22R0819	DEMCO INC	3,957.05	3,957.05	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr

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PURCHASE ORDER DETAIL REPORT
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N22R0820	AMAZON.COM	567.75	567.75	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0821	CDW.G	7,686.04	7,686.04	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0822	AMAZON.COM	38.78	38.78	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0823	AMAZON.COM	161.35	161.35	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0824	AMAZON.COM	283.12	283.12	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0825	AMAZON.COM	37.70	37.70	0130417279 4350	LCFF Base Admin Ladera Vista / Materials and Supplies
N22R0826	AMAZON.COM	644.72	644.72	0111624107 4310	Cotsen Foundation Inst Raymond / Materials and Supplies
N22R0827	AMAZON.COM	34.71	34.71	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0828	A2Z EDUCATIONAL ADVOCATES	3,000.00	3,000.00	0142054201 5828	Special Ed Administration / Settlements
N22R0829	ZEBBERMAN, SHEP	6,500.00	6,500.00	0142054201 5828	Special Ed Administration / Settlements
N22R0830	AMAZON.COM	296.23	296.23	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0831	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0832	NORTH ORANGE COUNTY COMMUNITY	30,000.00	30,000.00	0121552101 5805	Title IV Part A ESSA Instr / Consultants
N22R0833	SUPER DUPER PUBLICATIONS	161.63	161.63	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0834	AMAZON.COM	43.09	43.09	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0835	CONSTRUCTIVE PLAYTHINGS	904.97	904.97	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0836	MITXPC INC	4,487.19	4,487.19	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0837	AMAZON.COM	75.40	75.40	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22S0008	SUPPLY MASTER	369.28	369.28	0100000000 9320	Unrestricted / Stores
N22S0009	SOUTHWEST SCHOOL AND OFFICE SU	565.69	565.69	0100000000 9320	Unrestricted / Stores
N22S0010	SPICERS PAPER	22,808.52	22,808.52	0100000000 9320	Unrestricted / Stores
N22T0024	A-Z BUS SALES	2,322.70	2,322.70	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0025	A-Z BUS SALES	984.70	919.70	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			65.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors

FULLERTON ELEMENTARY
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BOARD OF TRUSTEES MEETING 01/14/2020

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N22T0026	BORDER TIRE	1,103.50	1,103.50	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0088	REFRIGERATION SUPPLY DISTRIBUT	1,193.98	1,193.98	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0089	B AND H PHOTO VIDEO INC	4,305.67	4,305.67	0130430109 6410	LCFF Base Instruction Fisler / New Equip Less Than
N22V0090	SIGLER WHOLESALE DISTRIBUTORS	3,722.76	3,722.76	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0091	CELL BUSINESS EQUIPMENT	8,291.36	8,291.36	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0092	MIRACLE RECREATION EQUIPMENT C	14,532.27	14,532.27	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0093	PLUMBING AND INDUSTRIAL SUPPLY	657.85	657.85	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0094	MOBILE MODULAR PORTABLE	4,793.25	4,793.25	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0095	CDW.G	21,212.96	21,212.96	0121552101 6410	Title IV Part A ESSA Instr / New Equip Less Than \$10,000
N22X0371	ATKINSON ANDELSON LOYA RUDD RO	6,000.00	6,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
N22X0372	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	0111054101 4310	Home Hospital Instruction / Materials and Supplies Instr
N22X0373	ANDERSON, SABRINA	14,000.00	14,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0374	ENGLAND, JENNIFER GEORGIA	3,000.00	3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0375	LEARNING GENIE INC	5,300.00	5,300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0376	ESHMAN, DANITA	10,000.00	10,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22Y0079	SOUTHERN COUNTIES LUBRICANTS L	5,000.00	5,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
N22Y0080	SYNOVIA SOLUTIONS LLC	35,000.00	35,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0081	JFK TRANSPORTATION	10,000.00	10,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0082	BUENA PARK SCHOOL DISTRICT	6,000.00	6,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Z0074	C A AND A TREE CARE INC	35,000.00	35,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	426,128.65			
	Fund 12 Total:	8,997.91			
	Fund 25 Total:	543.27			
	Total Amount of Purchase Orders:	435,669.83			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 1/14/2020

The following Purchase Orders were printed out of sequence this reporting period and will appear within next period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22E0179	Adams, Haein	\$131.55	\$131.55	01420542614350	Spec Ed Parent Participation Materials and Supplies Office

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PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/14/2020

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/14/2020

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 01/14/2020

FROM 11/23/2019 TO 12/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0056	SUPERIOR SIGNS AND GRAPHICS	8,115.10	+322.27	0130423279 4350	LCFF Base Admin Parks Jr High / Materials and Supplies
			+322.28	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
N22M0084	ARCHITECTURE 9 PLLLP	45,543.00	+8,333.33	0153353859 5805	Maintenance Facilities DC / Consultants
			+8,333.33	2567150851 5805	Facilities / Consultants
			+8,333.34	2567150859 5805	Facilities Improvement Central / Consultants
N22M0102	ARCHITECTURE 9 PLLLP	28,476.25	+6,800.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0118	KYA SERVICES LLC	316,921.30	+4,421.30	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0177	NEXT LEVEL ELEVATOR	1,929.26	+337.26	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0077	SELF INSURANCE PLANS	24,660.34	+6,660.34	6852458741 5899	Workers Comp Admin / Other Expenses
N22R0096	ASCD	32.32	+6.50	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0290	AMAZON.COM	794.46	+372.79	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0427	AMAZON.COM	1,182.49	-124.45	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0428	AMAZON.COM	4,483.62	-439.36	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0650	AMAZON.COM	394.84	+46.74	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22T0023	GIANNELLI ELECTRIC INC	9,694.00	-3,695.29	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+2,944.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22X0021	DEELITE DISTRIBUTION	1,400.00	+700.00	0111612171 4310	Donation Field Trip Commonwealth / Materials and Supplies
N22X0023	SMART AND FINAL STORES CORPORA	1,400.00	+700.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22X0055	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	-5,000.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22X0130	PLACENTIA-YORBA LINDA USD	6,000.00	+3,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
N22X0165	STATE OF CALIFORNIA	20,000.00	+17,000.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
N22X0198	BOYS AND GIRLS CLUB OF FULLERT	175,881.60	+15,400.80	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
N22X0282	FULLERTON, CITY OF	333,324.00	+29,187.00	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
N22X0290	SPEECH LANGUAGE DEVELOPMENT	65,000.00	-35,000.00	0171054101 5100	Outside Services ICA NPA NPS / Subagreements for

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 01/14/2020

FROM 11/23/2019 TO 12/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0292	TASHA'S TRAINING AND CONSULTIN	20,000.00	+15,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0314	PROCARE THERAPY INC	100,000.00	+70,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0324	SEA CHANGE THERAPY LLC	40,000.00	+20,000.00	0171054101 5865	Outside Services ICA NPA NPS / Nonpublic School Services
N22X0327	SWING EDUCATION INC	50,000.00	+35,000.00	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services
N22X0328	MORALES, ELIZABETH	2,677.00	+227.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22X0356	AUTISM LEARNING PARTNERS	80,000.00	+40,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0358	AUTISM COMPREHENSIVE EDUCATION	50,000.00	+20,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0367	ACTIVE STEPS LLC	40,000.00	+10,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22Y0058	PAUL'S COMMERCIAL BUS TRAINING	7,500.00	+5,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
N22Z0014	FERGUSON ENTERPRISES INC	3,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0071	UNITED RENTALS	13,000.00	+8,000.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
Fund 01 Total:			264,062.17		
Fund 25 Total:			23,466.67		
Fund 68 Total:			6,660.34		
Total Amount of Change Orders:			294,189.18		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

01/14/2020

FROM 11/23/2019 TO 12/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0001	PSUG EVENTS LLC	1,150.00	1,150.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
N22M0183	C BELOW INC.	7,375.00	7,375.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0750	AEROMARK	193.95	193.95	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22V0083	CDW.G	6,308.73	6,308.73	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22X0299	CHO, SUNGDAE AND SEUNGHYUN	1,500.00	1,500.00	0142054261 5220	Spec Ed Parent Participation / Mileage
Fund 01 Total:		16,527.68			
Total Amount of Purchase Orders:		16,527.68			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22E0155	*** CONTINUED ***				
N22E0156	KHAN, ARSHIYA	71.45	71.45	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
N22E0157	SMITH, CASEY	66.66	66.66	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0158	GREEN, TERESA	308.95	308.95	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0159	FONSECA, JUAN	40.03	40.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0160	O'TOOLE, DANIELLE	78.55	78.55	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0161	BYUN, CHRISTINE	34.86	34.86	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22E0162	HYUN, TRICIA	138.43	138.43	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22E0163	CHONG, CHRISTINA	36.00	36.00	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0164	MARTIN, ALISHA	42.99	42.99	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22E0165	CARDENAS, VALERIE	223.21	223.21	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies I
N22E0166	DILUIGI, JESSICA	79.54	79.54	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0167	CYRUS, SAMAD	183.17	183.17	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0168	HAYES, CHERIE	103.27	103.27	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0169	VALENZUELA, NATALIE	34.57	34.57	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22E0170	PERRY, KATHERINE	7.58	7.58	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies Instr
N22E0171	PERRY, KATHERINE	7.58	7.58	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0171	RYAN, THERESA	793.50	793.50	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies Instr
N22E0172	SEIBERT, SANDRA	39.42	39.42	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0173	BEECHER, LINDA	86.79	86.79	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0173	BEECHER, LINDA	86.79	86.79	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0174	ALCARAZ, NATALIE	104.97	104.97	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0174	ALCARAZ, NATALIE	104.97	104.97	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies Instr
N22E0175	DIAZ, MARIA	29.19	29.19	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies Instr
N22M0183	C BELOW INC.	7,375.00	7,375.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0184	DAILY JOURNAL CORPORATION	748.20	374.10	0153353859 5899	Maintenance Facilities DC / Other Expenses

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22M0184	*** CONTINUED ***				
			374.10	2567150859 5899	Facilities Improvement Central / Other Expenses
N22M0185	AMBIENT ENVIRONMENTAL INC	500.00	500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0186	NEXT LEVEL ELEVATOR	398.00	398.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0187	MONTGOMERY HARDWARE COMPAN	901.93	901.93	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0188	STATE ARCHITECT, DIVISION OF T	2,351.67	2,351.67	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0189	PALMER HAMILTON LLC	144.92	144.92	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0190	NATIONAL CONSTRUCTION RENTALS	2,572.56	2,572.56	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0191	SNAGWOLF INC	594.30	594.30	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0192	HAULAWAY STORAGE CONTAINERS I	430.00	430.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0193	ROTO ROOTER	41,250.00	41,250.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0194	4IMPRINT	282.16	282.16	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0195	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0196	ORANGE COUNTY PUBLIC SAFETY	32,400.00	32,400.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
N22R0544	THERAPRO	247.28	247.28	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protoc
N22R0592	AMAZON.COM	588.00	588.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0593	APPLE COMPUTER INC	4,580.42	4,580.42	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R0594	AMAZON.COM	727.50	727.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0595	AMAZON.COM	891.27	891.27	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R0596	AMAZON.COM	30.59	30.59	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0597	AMAZON.COM	48.43	48.43	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0598	AMAZON.COM	63.57	63.57	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22R0599	AMAZON.COM	29.06	29.06	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
N22R0600	AMAZON.COM	387.68	387.68	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplie

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22R0601	AMAZON.COM	126.35	126.35	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0602	KAJEET INC	1,280.88	1,280.88	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0604	BSN SPORTS	351.32	351.32	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22R0605	FUN AND FUNCTION	1,499.68	1,499.68	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0606	TICKLED PINK IN PRIMARY	99.00	99.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0607	BREAKOUT EDU	862.00	862.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0608	SCHOLASTIC INC	491.89	491.89	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0609	TICKLED PINK IN PRIMARY	99.00	99.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0610	LOS ANGELES ZOO	325.00	325.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies In
N22R0611	AMAZON.COM	187.24	187.24	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0612	AMAZON.COM	270.07	270.07	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0613	AMAZON.COM	303.23	303.23	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0614	AMAZON.COM	466.22	466.22	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0615	SCHOLASTIC MAGAZINES	653.57	653.57	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0616	AMAZON.COM	198.32	198.32	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Ins
N22R0617	FLOCABULARY INC	2,500.00	2,500.00	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies In
N22R0618	AMAZON.COM	109.26	109.26	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
N22R0619	AMAZON.COM	406.97	406.97	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0620	SCHOLASTIC INC	429.92	429.92	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0621	COLLEGEBOARD	120.00	120.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0622	AMAZON.COM	426.22	426.22	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0623	DICK BLICK ART MATERIALS	812.05	812.05	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ir
N22R0624	AMAZON.COM	17.23	17.23	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0625	AMAZON.COM	70.03	70.03	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In:

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22R0626	SUPER DUPER PUBLICATIONS	86.20	86.20	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocol
N22R0627	HEINEMANN PUBLISHING	80.27	80.27	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0628	AMAZON.COM	486.12	486.12	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In:
N22R0629	AMAZON.COM	981.86	981.86	0130417279 4350	LCFF Base Admin Ladera Vista / Materials and Supplies
N22R0630	MOMENTUM IN TEACHING LLC	3,600.00	3,600.00	0140155239 5805	Curriculum Development Discret / Consultants
N22R0631	DISCOVERY SCIENCE CENTER	939.00	939.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0632	FLOCABULARY INC	2,000.00	2,000.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0633	ONEOC	4,000.00	4,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0634	CDW.G	177.96	177.96	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0635	BCT ENTERTAINMENT	4,311.75	4,311.75	0140955247 4350	Info System iPersonalize Media / Materials and Supplies (
N22R0636	OFFICE DEPOT BUSINESS SERVICE	120.74	120.74	0152258749 4350	Personnel Commission Discret / Materials and Supplies O
N22R0637	SUPPLY MASTER	482.72	482.72	0130418109 6410	LCFF Base Instr Laguna Road / New Equip Less Than \$1
N22R0638	INTL BACCALAUREATE NORTH AMEF	2,178.00	2,178.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplie
N22R0639	AMAZON.COM	120.61	120.61	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R0640	COMMITTEE FOR CHILDREN	219.00	219.00	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Ins
N22R0641	BRAINPOP LLC	3,090.00	3,090.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
N22R0642	ORANGE CNTY DEPARTMENT OF EDU	12,000.00	12,000.00	0139155101 5800	Positive Behavior Interv Instr / Other Contracted Services
N22R0643	AMAZON.COM	372.82	372.82	0130417409 4310	LCFF Base Sports Ladera Vista / Materials and Supplies I
N22R0644	AMAZON.COM	180.50	180.50	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0645	SCHOLASTIC MAGAZINES	2,413.96	2,413.96	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22R0646	GOPHER SPORT	443.88	443.88	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0647	AMTRAK GROUP SALES	1,680.00	1,680.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22R0648	ILLUMINATE EDUCATION INC	561.00	561.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies I
N22R0649	AMAZON.COM	43.08	43.08	0113154101 4310	Low Incidence / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/10/2019

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22R0650	AMAZON.COM	348.10	348.10	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0651	GOPHER SPORT	149.77	149.77	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0652	AMAZON.COM	59.00	59.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0653	COLLABORATIVE LEARNING SOLUTIONS	833.00	833.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0654	BOOKS EN MORE	273.15	273.15	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0655	AMAZON.COM	469.82	469.82	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0656	MATRIX IMAGING PRODUCTS INC	3,997.66	3,997.66	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted Serv
N22R0657	AMAZON.COM	58.79	58.79	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0658	AMAZON.COM	420.00	420.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0659	AMAZON.COM	31.68	31.68	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0660	ROBOT MESH	489.80	489.80	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0661	SEGERSTROM CENTER FOR THE ARTS	770.00	770.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0662	AMAZON.COM	601.45	601.45	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Ins
N22R0663	AMAZON.COM	137.34	137.34	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0664	AMAZON.COM	39.07	39.07	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0665	APPLE COMPUTER INC	95.90	95.90	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0666	DICK BLICK ART MATERIALS	491.34	491.34	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ins
N22R0668	CALIFORNIA STATE PTA	16,350.00	16,350.00	0121252101 5805	Title I District Instruction / Consultants
N22R0669	AMAZON.COM	38.13	38.13	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0670	AMAZON.COM	59.01	28.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
			31.01	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies Ins
N22R0671	COLLABORATIVE LEARNING SOLUTIONS	2,499.00	2,499.00	0151055339 5805	Child Welfare and AttendanceDC / Consultants
N22R0672	AMAZON.COM	53.81	53.81	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Ins
N22R0673	AMAZON.COM	227.72	227.72	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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FROM 10/25/2019 TO 11/22/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22R0674	AMAZON.COM	927.04	927.04	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0675	LANGUAGE DYNAMICS GROUP LLC	680.89	680.89	0113054101 4310	Resource Specialist Program / Materials and Supplies Inst
N22R0676	TAYLOR FLAG AND BANNER CO	32.11	32.11	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0677	HEINEMANN PUBLISHING	459.23	459.23	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0678	HEINEMANN PUBLISHING	312.04	312.04	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0679	HEINEMANN PUBLISHING	306.15	306.15	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0680	AMAZON.COM	363.68	363.68	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0681	SUPER DUPER PUBLICATIONS	99.00	99.00	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Inst
N22R0682	READYREFRESH	239.23	239.23	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22R0683	AMAZON.COM	95.90	95.90	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
N22R0684	APPLE COMPUTER INC	193.79	193.79	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0685	BOOKS EN MORE	263.01	263.01	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0686	AMAZON.COM	58.90	10.76	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Inst
			48.14	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Inst
N22R0687	AMAZON.COM	163.79	163.79	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R0688	AMAZON.COM	537.60	537.60	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0689	BLEU PIG LLC	1,896.00	1,896.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R0690	CDW.G	75.74	75.74	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0691	AMAZON.COM	219.84	219.84	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0692	AMAZON.COM	440.33	440.33	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0693	AMAZON.COM	17.20	17.20	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0694	VENTURE PACIFIC INSURANCE SERV	1,842.00	1,842.00	6852458741 5450	Workers Comp Admin / Insurance Premiums
N22R0695	LAKESHORE LEARNING	135.71	135.71	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0696	SUPPLY MASTER	1,613.02	1,613.02	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie

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N22R0697	TEACHERS PAY TEACHERS	55.00	55.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0698	AMAZON.COM	418.02	418.02	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0699	GOPHER SPORT	415.98	415.98	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0700	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0701	MIND INSTITUTE	3,750.00	3,750.00	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies I
N22R0702	LEARNING A TO Z	659.70	659.70	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0703	PRESSAVVY INC.	2,212.57	2,212.57	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0704	COASTAL ENTERPRISES	6,850.53	6,850.53	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0705	AMAZON.COM	388.65	388.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0706	AMAZON.COM	1,106.93	1,106.93	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0707	LONG BEACH AQUARIUM OF THE PAC	1,104.00	1,104.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Inst
N22R0708	STARFALL EDUCATION	270.00	270.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0709	AMAZON.COM	642.17	642.17	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22R0710	SPELLINGCITY.COM INC	108.00	108.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0711	PROJECT LEAD THE WAY	750.00	750.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Inst
N22R0712	RIFTON EQUIPMENT	133.34	133.34	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0713	AMAZON.COM	188.55	188.55	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0714	ALLIED INTERPRETING SERVICES I	325.00	325.00	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
N22R0715	AEROMARK	43.32	43.32	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0716	GOPHER SPORT	261.27	261.27	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0717	AMAZON.COM	482.69	482.69	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0718	AMAZON.COM	32.55	32.55	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0719	MOMENTUM IN TEACHING LLC	850.00	850.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0720	AMAZON.COM	646.28	646.28	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies

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N22R0721	PRO ED	800.70	800.70	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoc
N22R0722	WESTERN PSYCHOLOGICAL SERVICE	1,107.83	1,107.83	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoc
N22R0723	EXPLORELEARNING	3,295.00	3,295.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22R0724	AMAZON.COM	31.44	31.44	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0725	AMAZON.COM	489.95	489.95	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0726	PARENT EDUCATION BRIDGE FOR	1,596.00	1,596.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
N22R0727	DAILY JOURNAL CORPORATION	803.30	803.30	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Of
N22R0728	AMAZON.COM	129.19	129.19	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0729	PHONAK HEARING SYSTEMS	235.49	235.49	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0730	AMAZON.COM	94.67	94.67	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0731	AMAZON.COM	38.93	38.93	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0732	AMAZON.COM	66.02	66.02	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0733	TICKLED PINK IN PRIMARY	99.00	99.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0734	EAGLE COMMUNICATIONS	289.76	289.76	1208555271 5900	Fee Based Childcare Admin / Communications
N22R0735	AMAZON.COM	67.32	67.32	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0736	AMAZON.COM	246.96	246.96	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0737	WESTERN PSYCHOLOGICAL SERVICE	58.88	58.88	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0738	LAKESHORE LEARNING	124.91	124.91	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0739	COLLABORATIVE LEARNING SOLUTIO	833.00	833.00	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplie
N22R0740	BOOKSOURCE, THE	315.61	315.61	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0741	PARENT EDUCATION BRIDGE FOR	1,896.00	1,896.00	0121220101 5800	Title I Nicolas Instruction / Other Contracted Services
N22R0742	SCHOLASTIC MAGAZINES	244.67	244.67	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplie:
N22R0743	TITAN STUDENT UNION	827.00	827.00	0111612101 4310	Donation Instr Commonwealth / Materials and Supplies Ir
N22R0744	SCHOOL HEALTH CORPORATION	274.81	274.81	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office

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N22R0745	DAILY JOURNAL CORPORATION	156.24	156.24	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Ofi
N22R0746	AMAZON.COM	126.96	126.96	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0747	COLLEGEBOARD	120.00	120.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0748	MAGANA EDUCATION SERVICES LLC	279.00	279.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
N22R0749	GUIDED DISCOVERIES INC.	12,100.00	12,100.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
N22R0750	AEROMARK	193.95	193.95	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0751	AMAZON.COM	62.48	62.48	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0752	MULTI HEALTH SYSTEMS	228.97	228.97	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protoco
N22R0753	AMAZON.COM	260.07	260.07	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0754	COYOTE HILLS COUNTRY CLUB	2,000.00	2,000.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0755	AMAZON.COM	811.64	811.64	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0756	GOPHER SPORT	223.30	223.30	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0757	APPLE COMPUTER INC	160.55	160.55	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R0758	AMAZON.COM	82.29	82.29	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplie
N22S0007	SUPPLY MASTER	124.13	124.13	0100000000 9320	Unrestricted / Stores
N22T0022	GIANNELLI ELECTRIC INC	2,397.44	2,397.44	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0023	GIANNELLI ELECTRIC INC	10,445.29	10,445.29	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0076	CDW.G	743.33	119.46	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Inst
			623.87	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than \$10,
N22V0077	CDW.G	1,486.67	238.92	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
			1,247.75	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than \$10
N22V0078	PLUMBING AND INDUSTRIAL SUPPLY	3,993.22	3,993.22	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,00
N22V0079	CDW.G	743.33	743.33	0121228101 6410	Title I Valencia Park / New Equip Less Than \$10,000
N22V0080	DOWNTOWN FORD SALES	60,708.23	6,070.82	0153150759 6550	Warehouse DC / Repl Equip Greater Than \$10000
			54,637.41	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Tha

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N22V0081	K LOG	7,587.46	4,337.72	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
			3,249.74	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than \$10
N22V0082	AZTEC CONTAINER	3,332.33	3,332.33	0130411109 6410	LCFF Base Instr Beechwood / New Equip Less Than \$10.
N22V0083	CDW.G	6,308.73	6,308.73	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than \$10
N22V0084	FASTSIGNS 67401	883.45	441.73	0131655279 6410	Visual Performing Arts Adm Dis / New Equip Less Than
			441.72	0140155239 6410	Curriculum Development Discret / New Equip Less Than
N22V0085	GEARY PACIFIC SUPPLY	4,654.67	4,654.67	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,00
N22V0086	IMPERIAL SPRINKLER SUPPLY INC	56,300.82	12,572.53	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
			43,728.29	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,00
N22V0087	APPLE COMPUTER INC	2,593.85	2,593.85	0132952101 6410	AftrSchlEdSfty Cohort 6 Instr / New Equip Less Than \$10
N22X0364	IM, ANNA	300.00	300.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies C
N22X0365	SCHOLASTIC BOOK FAIRS	2,000.00	2,000.00	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Ins
N22X0366	COSTCO WHOLESALE	300.00	300.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Ins
N22X0367	ACTIVE STEPS LLC	30,000.00	30,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0368	WORDS ALIVE	10,000.00	10,000.00	0122452101 5805	Title III Limited Engl Central / Consultants
N22X0369	ALBERTSON'S LLC	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
N22X0370	PEREZ, KELVIN	6,000.00	6,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22Y0077	WORLD OIL ENVIRONMENTAL SERVI	500.00	500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
N22Y0078	GLASBY MAINTENANCE SUPPLY COM	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
	Fund 01 Total	502,414.88			
	Fund 12 Total:	430.50			
	Fund 25 Total	374.10			
	Fund 68 Total:	1,842.00			
	Total Amount of Purchase Orders:	505,061.48			

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N22E0155	*** CONTINUED ***				
N22E0156	KHAN, ARSHIYA	71.45	71.45	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
N22E0157	SMITH, CASEY	66.66	66.66	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0158	GREEN, TERESA	308.95	308.95	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0159	FONSECA, JUAN	40.03	40.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0160	O'TOOLE, DANIELLE	78.55	78.55	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0161	BYUN, CHRISTINE	34.86	34.86	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22E0162	HYUN, TRICIA	138.43	138.43	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22E0163	CHONG, CHRISTINA	36.00	36.00	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0164	MARTIN, ALISHA	42.99	42.99	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22E0165	CARDENAS, VALERIE	223.21	223.21	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies I
N22E0166	DILUIGI, JESSICA	79.54	79.54	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0167	CYRUS, SAMAD	183.17	183.17	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0168	HAYES, CHERIE	103.27	103.27	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0169	VALENZUELA, NATALIE	34.57	34.57	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22E0170	PERRY, KATHERINE	7.58	7.58	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies Instr
N22E0171	PERRY, KATHERINE	7.58	7.58	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0171	RYAN, THERESA	793.50	793.50	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies Instr
N22E0172	SEIBERT, SANDRA	39.42	39.42	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0173	BEECHER, LINDA	86.79	86.79	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0173	BEECHER, LINDA	86.79	86.79	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0174	ALCARAZ, NATALIE	104.97	104.97	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0174	ALCARAZ, NATALIE	104.97	104.97	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies Instr
N22E0175	DIAZ, MARIA	29.19	29.19	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies Instr
N22M0183	C BELOW INC.	7,375.00	7,375.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0184	DAILY JOURNAL CORPORATION	748.20	374.10	0153353859 5899	Maintenance Facilities DC / Other Expenses

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N22M0184	*** CONTINUED ***				
			374.10	2567150859 5899	Facilities Improvement Central / Other Expenses
N22M0185	AMBIENT ENVIRONMENTAL INC	500.00	500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0186	NEXT LEVEL ELEVATOR	398.00	398.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0187	MONTGOMERY HARDWARE COMPAN	901.93	901.93	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0188	STATE ARCHITECT, DIVISION OF T	2,351.67	2,351.67	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0189	PALMER HAMILTON LLC	144.92	144.92	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0190	NATIONAL CONSTRUCTION RENTALS	2,572.56	2,572.56	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0191	SNAGWOLF INC	594.30	594.30	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0192	HAULAWAY STORAGE CONTAINERS I	430.00	430.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0193	ROTO ROOTER	41,250.00	41,250.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0194	4IMPRINT	282.16	282.16	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0195	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0196	ORANGE COUNTY PUBLIC SAFETY	32,400.00	32,400.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
N22R0544	THERAPRO	247.28	247.28	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protoc
N22R0592	AMAZON.COM	588.00	588.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0593	APPLE COMPUTER INC	4,580.42	4,580.42	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R0594	AMAZON.COM	727.50	727.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0595	AMAZON.COM	891.27	891.27	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R0596	AMAZON.COM	30.59	30.59	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0597	AMAZON.COM	48.43	48.43	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0598	AMAZON.COM	63.57	63.57	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22R0599	AMAZON.COM	29.06	29.06	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
N22R0600	AMAZON.COM	387.68	387.68	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplie

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N22R0601	AMAZON.COM	126.35	126.35	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0602	KAJEET INC	1,280.88	1,280.88	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0604	BSN SPORTS	351.32	351.32	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22R0605	FUN AND FUNCTION	1,499.68	1,499.68	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0606	TICKLED PINK IN PRIMARY	99.00	99.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0607	BREAKOUT EDU	862.00	862.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0608	SCHOLASTIC INC	491.89	491.89	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0609	TICKLED PINK IN PRIMARY	99.00	99.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0610	LOS ANGELES ZOO	325.00	325.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies In
N22R0611	AMAZON.COM	187.24	187.24	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0612	AMAZON.COM	270.07	270.07	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0613	AMAZON.COM	303.23	303.23	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0614	AMAZON.COM	466.22	466.22	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0615	SCHOLASTIC MAGAZINES	653.57	653.57	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0616	AMAZON.COM	198.32	198.32	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Ins
N22R0617	FLOCABULARY INC	2,500.00	2,500.00	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies In
N22R0618	AMAZON.COM	109.26	109.26	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
N22R0619	AMAZON.COM	406.97	406.97	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0620	SCHOLASTIC INC	429.92	429.92	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0621	COLLEGEBOARD	120.00	120.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R0622	AMAZON.COM	426.22	426.22	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0623	DICK BLICK ART MATERIALS	812.05	812.05	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ir
N22R0624	AMAZON.COM	17.23	17.23	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0625	AMAZON.COM	70.03	70.03	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In:

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22R0626	SUPER DUPER PUBLICATIONS	86.20	86.20	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocol
N22R0627	HEINEMANN PUBLISHING	80.27	80.27	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0628	AMAZON.COM	486.12	486.12	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In:
N22R0629	AMAZON.COM	981.86	981.86	0130417279 4350	LCFF Base Admin Ladera Vista / Materials and Supplies
N22R0630	MOMENTUM IN TEACHING LLC	3,600.00	3,600.00	0140155239 5805	Curriculum Development Discret / Consultants
N22R0631	DISCOVERY SCIENCE CENTER	939.00	939.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0632	FLOCABULARY INC	2,000.00	2,000.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0633	ONEOC	4,000.00	4,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0634	CDW.G	177.96	177.96	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0635	BCT ENTERTAINMENT	4,311.75	4,311.75	0140955247 4350	Info System iPersonalize Media / Materials and Supplies (
N22R0636	OFFICE DEPOT BUSINESS SERVICE	120.74	120.74	0152258749 4350	Personnel Commission Discret / Materials and Supplies O
N22R0637	SUPPLY MASTER	482.72	482.72	0130418109 6410	LCFF Base Instr Laguna Road / New Equip Less Than \$1
N22R0638	INTL BACCALAUREATE NORTH AMEF	2,178.00	2,178.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplie
N22R0639	AMAZON.COM	120.61	120.61	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R0640	COMMITTEE FOR CHILDREN	219.00	219.00	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Ins
N22R0641	BRAINPOP LLC	3,090.00	3,090.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
N22R0642	ORANGE CNTY DEPARTMENT OF EDU	12,000.00	12,000.00	0139155101 5800	Positive Behavior Interv Instr / Other Contracted Services
N22R0643	AMAZON.COM	372.82	372.82	0130417409 4310	LCFF Base Sports Ladera Vista / Materials and Supplies I
N22R0644	AMAZON.COM	180.50	180.50	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0645	SCHOLASTIC MAGAZINES	2,413.96	2,413.96	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22R0646	GOPHER SPORT	443.88	443.88	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0647	AMTRAK GROUP SALES	1,680.00	1,680.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22R0648	ILLUMINATE EDUCATION INC	561.00	561.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies I
N22R0649	AMAZON.COM	43.08	43.08	0113154101 4310	Low Incidence / Materials and Supplies Instr

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N22R0650	AMAZON.COM	348.10	348.10	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0651	GOPHER SPORT	149.77	149.77	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0652	AMAZON.COM	59.00	59.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0653	COLLABORATIVE LEARNING SOLUTIONS	833.00	833.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0654	BOOKS EN MORE	273.15	273.15	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0655	AMAZON.COM	469.82	469.82	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0656	MATRIX IMAGING PRODUCTS INC	3,997.66	3,997.66	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted Serv
N22R0657	AMAZON.COM	58.79	58.79	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0658	AMAZON.COM	420.00	420.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0659	AMAZON.COM	31.68	31.68	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0660	ROBOT MESH	489.80	489.80	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0661	SEGERSTROM CENTER FOR THE ARTS	770.00	770.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0662	AMAZON.COM	601.45	601.45	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In:
N22R0663	AMAZON.COM	137.34	137.34	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0664	AMAZON.COM	39.07	39.07	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0665	APPLE COMPUTER INC	95.90	95.90	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0666	DICK BLICK ART MATERIALS	491.34	491.34	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies In
N22R0668	CALIFORNIA STATE PTA	16,350.00	16,350.00	0121252101 5805	Title I District Instruction / Consultants
N22R0669	AMAZON.COM	38.13	38.13	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0670	AMAZON.COM	59.01	28.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
			31.01	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies C
N22R0671	COLLABORATIVE LEARNING SOLUTIONS	2,499.00	2,499.00	0151055339 5805	Child Welfare and AttendanceDC / Consultants
N22R0672	AMAZON.COM	53.81	53.81	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0673	AMAZON.COM	227.72	227.72	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies

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N22R0674	AMAZON.COM	927.04	927.04	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0675	LANGUAGE DYNAMICS GROUP LLC	680.89	680.89	0113054101 4310	Resource Specialist Program / Materials and Supplies Inst
N22R0676	TAYLOR FLAG AND BANNER CO	32.11	32.11	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0677	HEINEMANN PUBLISHING	459.23	459.23	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0678	HEINEMANN PUBLISHING	312.04	312.04	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0679	HEINEMANN PUBLISHING	306.15	306.15	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0680	AMAZON.COM	363.68	363.68	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0681	SUPER DUPER PUBLICATIONS	99.00	99.00	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Inst
N22R0682	READYREFRESH	239.23	239.23	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22R0683	AMAZON.COM	95.90	95.90	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
N22R0684	APPLE COMPUTER INC	193.79	193.79	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0685	BOOKS EN MORE	263.01	263.01	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0686	AMAZON.COM	58.90	10.76	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Inst
			48.14	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Inst
N22R0687	AMAZON.COM	163.79	163.79	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R0688	AMAZON.COM	537.60	537.60	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0689	BLEU PIG LLC	1,896.00	1,896.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R0690	CDW.G	75.74	75.74	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0691	AMAZON.COM	219.84	219.84	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0692	AMAZON.COM	440.33	440.33	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0693	AMAZON.COM	17.20	17.20	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0694	VENTURE PACIFIC INSURANCE SERV	1,842.00	1,842.00	6852458741 5450	Workers Comp Admin / Insurance Premiums
N22R0695	LAKESHORE LEARNING	135.71	135.71	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0696	SUPPLY MASTER	1,613.02	1,613.02	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie

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N22R0697	TEACHERS PAY TEACHERS	55.00	55.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0698	AMAZON.COM	418.02	418.02	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0699	GOPHER SPORT	415.98	415.98	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0700	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22R0701	MIND INSTITUTE	3,750.00	3,750.00	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies I
N22R0702	LEARNING A TO Z	659.70	659.70	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0703	PRESSAVVY INC.	2,212.57	2,212.57	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0704	COASTAL ENTERPRISES	6,850.53	6,850.53	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0705	AMAZON.COM	388.65	388.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0706	AMAZON.COM	1,106.93	1,106.93	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0707	LONG BEACH AQUARIUM OF THE PAC	1,104.00	1,104.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Inst
N22R0708	STARFALL EDUCATION	270.00	270.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0709	AMAZON.COM	642.17	642.17	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22R0710	SPELLINGCITY.COM INC	108.00	108.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0711	PROJECT LEAD THE WAY	750.00	750.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Inst
N22R0712	RIFTON EQUIPMENT	133.34	133.34	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0713	AMAZON.COM	188.55	188.55	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0714	ALLIED INTERPRETING SERVICES I	325.00	325.00	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
N22R0715	AEROMARK	43.32	43.32	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0716	GOPHER SPORT	261.27	261.27	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0717	AMAZON.COM	482.69	482.69	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0718	AMAZON.COM	32.55	32.55	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0719	MOMENTUM IN TEACHING LLC	850.00	850.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0720	AMAZON.COM	646.28	646.28	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies

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N22R0721	PRO ED	800.70	800.70	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoc
N22R0722	WESTERN PSYCHOLOGICAL SERVICE	1,107.83	1,107.83	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoc
N22R0723	EXPLORELEARNING	3,295.00	3,295.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22R0724	AMAZON.COM	31.44	31.44	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0725	AMAZON.COM	489.95	489.95	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0726	PARENT EDUCATION BRIDGE FOR	1,596.00	1,596.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
N22R0727	DAILY JOURNAL CORPORATION	803.30	803.30	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Of
N22R0728	AMAZON.COM	129.19	129.19	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0729	PHONAK HEARING SYSTEMS	235.49	235.49	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0730	AMAZON.COM	94.67	94.67	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0731	AMAZON.COM	38.93	38.93	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0732	AMAZON.COM	66.02	66.02	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0733	TICKLED PINK IN PRIMARY	99.00	99.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0734	EAGLE COMMUNICATIONS	289.76	289.76	1208555271 5900	Fee Based Childcare Admin / Communications
N22R0735	AMAZON.COM	67.32	67.32	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0736	AMAZON.COM	246.96	246.96	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0737	WESTERN PSYCHOLOGICAL SERVICE	58.88	58.88	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0738	LAKESHORE LEARNING	124.91	124.91	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0739	COLLABORATIVE LEARNING SOLUTIO	833.00	833.00	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplie
N22R0740	BOOKSOURCE, THE	315.61	315.61	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0741	PARENT EDUCATION BRIDGE FOR	1,896.00	1,896.00	0121220101 5800	Title I Nicolas Instruction / Other Contracted Services
N22R0742	SCHOLASTIC MAGAZINES	244.67	244.67	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplie:
N22R0743	TITAN STUDENT UNION	827.00	827.00	0111612101 4310	Donation Instr Commonwealth / Materials and Supplies Ir
N22R0744	SCHOOL HEALTH CORPORATION	274.81	274.81	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office

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N22R0745	DAILY JOURNAL CORPORATION	156.24	156.24	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Ofi
N22R0746	AMAZON.COM	126.96	126.96	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R0747	COLLEGEBOARD	120.00	120.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0748	MAGANA EDUCATION SERVICES LLC	279.00	279.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
N22R0749	GUIDED DISCOVERIES INC.	12,100.00	12,100.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
N22R0750	AEROMARK	193.95	193.95	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0751	AMAZON.COM	62.48	62.48	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies In:
N22R0752	MULTI HEALTH SYSTEMS	228.97	228.97	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protoco
N22R0753	AMAZON.COM	260.07	260.07	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22R0754	COYOTE HILLS COUNTRY CLUB	2,000.00	2,000.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0755	AMAZON.COM	811.64	811.64	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0756	GOPHER SPORT	223.30	223.30	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0757	APPLE COMPUTER INC	160.55	160.55	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R0758	AMAZON.COM	82.29	82.29	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplie
N22S0007	SUPPLY MASTER	124.13	124.13	0100000000 9320	Unrestricted / Stores
N22T0022	GIANNELLI ELECTRIC INC	2,397.44	2,397.44	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0023	GIANNELLI ELECTRIC INC	10,445.29	10,445.29	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0076	CDW.G	743.33	119.46	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Inst
			623.87	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than \$10,
N22V0077	CDW.G	1,486.67	238.92	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
			1,247.75	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than \$10
N22V0078	PLUMBING AND INDUSTRIAL SUPPLY	3,993.22	3,993.22	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,00
N22V0079	CDW.G	743.33	743.33	0121228101 6410	Title I Valencia Park / New Equip Less Than \$10,000
N22V0080	DOWNTOWN FORD SALES	60,708.23	6,070.82	0153150759 6550	Warehouse DC / Repl Equip Greater Than \$10000
			54,637.41	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Tha

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N22V0081	K LOG	7,587.46	4,337.72	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
			3,249.74	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than \$10
N22V0082	AZTEC CONTAINER	3,332.33	3,332.33	0130411109 6410	LCFF Base Instr Beechwood / New Equip Less Than \$10.
N22V0083	CDW.G	6,308.73	6,308.73	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than \$10
N22V0084	FASTSIGNS 67401	883.45	441.73	0131655279 6410	Visual Performing Arts Adm Dis / New Equip Less Than
			441.72	0140155239 6410	Curriculum Development Discret / New Equip Less Than
N22V0085	GEARY PACIFIC SUPPLY	4,654.67	4,654.67	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,00
N22V0086	IMPERIAL SPRINKLER SUPPLY INC	56,300.82	12,572.53	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
			43,728.29	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,00
N22V0087	APPLE COMPUTER INC	2,593.85	2,593.85	0132952101 6410	AftrSchlEdSfty Cohort 6 Instr / New Equip Less Than \$10
N22X0364	IM, ANNA	300.00	300.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies C
N22X0365	SCHOLASTIC BOOK FAIRS	2,000.00	2,000.00	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Ins
N22X0366	COSTCO WHOLESALE	300.00	300.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Ins
N22X0367	ACTIVE STEPS LLC	30,000.00	30,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0368	WORDS ALIVE	10,000.00	10,000.00	0122452101 5805	Title III Limited Engl Central / Consultants
N22X0369	ALBERTSON'S LLC	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
N22X0370	PEREZ, KELVIN	6,000.00	6,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22Y0077	WORLD OIL ENVIRONMENTAL SERVI	500.00	500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
N22Y0078	GLASBY MAINTENANCE SUPPLY COM	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
	Fund 01 Total	502,414.88			
	Fund 12 Total:	430.50			
	Fund 25 Total	374.10			
	Fund 68 Total:	1,842.00			
	Total Amount of Purchase Orders:	505,061.48			

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220328 THROUGH 220381 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated November 23, 2019 through December 26 2019 contains purchase orders numbered 220328 through 220381 for the 2019/2020 school year totaling \$182,805.17.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220328 through 220381 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/23/2019 and 12/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220331	12/2/2019	12/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2819	\$2,819.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2252	\$6,756.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2064	\$14,448.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
45	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$5.17	
1	cs	55050	Butter, Solid Case 30LB	\$95.9940	\$95.99	
					Sales Tax:	\$0.00
					P.O. Total:	\$35,511.67
Driftwood Dairy, Inc.	220332	12/2/2019	12/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$2.2000	\$66.00	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.8000	\$44.00	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4471	\$14.47	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5147	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5356	\$12.68	
19	cs	91060	Vanilla Sandwch LF 3oz/24ct	\$7.6150	\$144.69	
19	cs	91064	Polar Pole-Rainbow 2.75oz	\$8.0000	\$152.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,192.15
Driftwood Dairy, Inc.	220333	12/2/2019	12/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2819	\$1,409.50	
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2252	\$1,126.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2064	\$3,096.00	
1	cs	45876	Soy Milk, Vanilla 18/8oz (CACFP)	\$14.0000	\$14.00	
19	cs	52101	Yogurt, Straw/banana Dannon 48/4oz (CACFP)	\$10.6800	\$202.92	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,848.42
					Vendor Total:	\$42,552.24
Le Chef Bakery	220334	12/2/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	10001	Bagel, Assrtd #BBGASST-BS-24TS 24/1.5oz./cs	\$9.8000	\$49.00	
1	case	10023	Cookie, Choc Chip, CK20001 2 oz. 140 ct	\$42.1900	\$42.19	
1	case	10026	Cookie, Peanut Butter, CK20004 2oz. 140 ct	\$42.1900	\$42.19	
4	case	10024	Cookie, Oatmeal, CK20006-B 2 oz. 140 ct	\$42.1900	\$168.76	
1	case	10017	Cookie,FudgeNtBwnie, CK20009 140/2oz/case	\$47.2500	\$47.25	
1	case	10018	Cookie,WtChocMacNuts, CK20015 140/2oz/cs	\$47.2500	\$47.25	
1	tray	10032	Muffin, BananaNut,Mini, 1oz/54	\$24.4700	\$24.47	
2	tray	10033	Muffin, Blueberry, Mini, 1oz/54	\$24.4700	\$48.94	
2	tray	10034	Muffin, Dble Chocolate, Mini 1oz/54	\$24.4700	\$48.94	
1	case	10027	Cookie, Snicker Doodle, CK20022 2 oz. 140 ct	\$42.1900	\$42.19	

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Le Chef Bakery	220334	12/2/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$561.18
Le Chef Bakery	220335	12/2/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
3	cs	1	Croissant, CRB033-9TS Curved X-Large 4oz/9			\$9.6500 \$28.95
					Sales Tax:	\$0.00
					P.O. Total:	\$28.95
Le Chef Bakery	220350	12/9/2019	12/16/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
5	CS	1	Muffin, Blueberry 2.5oz/16 MUB103-M-TC-16TS			\$10.7900 \$53.95
5	CS	1	Muffin, BananaNut 2.5oz/16 MUB109-M-TC-16TS			\$10.7900 \$53.95
					Sales Tax:	\$0.00
					P.O. Total:	\$107.90
Le Chef Bakery	220351	12/9/2019	12/16/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
10	cs	1	Bagel Assort, BBGASST-PBC-12-SLICE-TS 3.5oz/1			\$8.2600 \$82.60
5	CS	2	Danish, MIni Assort, DAB003-36TS 1.25OZ/36			\$16.9200 \$84.60
					Sales Tax:	\$0.00
					P.O. Total:	\$167.20
					Vendor Total:	\$865.23
Gold Star Foods Inc.	220328	12/2/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
6	case	4243	Sauce, Marinara, 250/1oz cup GS#401764			\$28.2800 \$169.68
					Sales Tax:	\$0.00
					P.O. Total:	\$169.68
Gold Star Foods Inc.	220329	12/2/2019	12/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
7	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.			\$9.2100 \$64.47
6	case	4302	Mustard, GS#201872, Heinz 500/5.5g			\$8.0800 \$48.48
36	case	7011	Cracker, Wheat Basics, GS#203356/37401 100/1.6oz			\$31.8100 \$1,145.16
					Sales Tax:	\$0.00
					P.O. Total:	\$1,258.11
Gold Star Foods Inc.	220330	12/2/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
12	cs	1	Whole Grain Chix Patty GS#401626 150/3.29			\$46.9900 \$563.88
					Sales Tax:	\$0.00
					P.O. Total:	\$563.88
Gold Star Foods Inc.	220337	12/5/2019	12/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
24	EA	4015	Paprika, GS#202072 Pacific Spice 1#			\$5.2700 \$126.48
4	case	4344	Dressing, Italian, Lite GS#201312 4 gal./case			\$28.5300 \$114.12
45	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs			\$23.3600 \$1,051.20
54	case	3005	Cereal, Cocoa Puffis Rd/Sugar GS#203119 96/cs			\$23.3600 \$1,261.44

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Gold Star Foods Inc.	220337	12/5/2019	12/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$2,553.24
Gold Star Foods Inc.	220338	12/4/2019	12/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$71.5800	\$1,717.92
					Sales Tax:	\$0.00
					P.O. Total:	\$1,717.92
Gold Star Foods Inc.	220339	12/5/2019	12/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	33009	Turkey & Gravy #2847 Jennie-O 4/7#/case		\$62.7500	\$502.00
4	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184		\$37.8800	\$151.52
					Sales Tax:	\$0.00
					P.O. Total:	\$653.52
Gold Star Foods Inc.	220341	12/6/2019	1/7/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
126	cs	1	Paradise Punch GS#240288 40/4.23oz		\$7.9000	\$995.40
					Sales Tax:	\$0.00
					P.O. Total:	\$995.40
Gold Star Foods Inc.	220343	12/6/2019	1/3/2019	1/3/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.		\$52.4400	\$314.64
					Sales Tax:	\$0.00
					P.O. Total:	\$314.64
Gold Star Foods Inc.	220344	12/9/2019	12/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
43	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.		\$42.8500	\$1,842.55
29	case	59517	Cheese, Cup Chddr, GS#403651 140/3oz.		\$62.1400	\$1,802.06
50	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$956.00
					Sales Tax:	\$0.00
					P.O. Total:	\$4,600.61
Gold Star Foods Inc.	220345	12/9/2019	12/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	sack	4425	Flour, Wheat, All Purpose 25 lb. GS#100894		\$8.2900	\$41.45
6	sack	4421	Flour, White Whole Wheat, 50lb GS#209388		\$15.0600	\$90.36
12	sack	4456	Sugar, Granulated, 25# GS#210297 C&H		\$16.1500	\$193.80
4	case	4430	Cocoa Powder, SunriseDutch GS#240249 1/25#/cs		\$89.8400	\$359.36
1	case	4401	Baking Soda, GS#200490 12/1#		\$25.7400	\$25.74
1	case	4458	Milk, NF Dry GS#203340 6/5#		\$150.7100	\$150.71
					Sales Tax:	\$0.00
					P.O. Total:	\$861.42
Gold Star Foods Inc.	220346	12/9/2019	12/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	cs	1	Vegetable Oil GS# 210233 6/1GAL		\$38.4400	\$153.76
1	cs	2	Baking Powder GS# 200492		\$61.5700	\$61.57
1	cs	3	Imitation Vanilla Extract GS# 248388		\$48.6500	\$48.65
					Sales Tax:	\$0.00
					P.O. Total:	\$263.98

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Gold Star Foods Inc.	220347	12/9/2019	12/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
48	cs	1	Mild Salsa GS#40144 Red Gold 6/#10	\$29.8300	\$1,431.84	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,431.84
Gold Star Foods Inc.	220349	12/9/2019	12/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
45	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$2,601.90	
55	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$2,217.60	
10	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$282.80	
13	case	8006	Shell Taco,6" GS#203043 200ct	\$22.3900	\$291.07	
61	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$3,181.15	
					Sales Tax:	\$0.00
					P.O. Total:	\$8,574.52
Gold Star Foods Inc.	220352	12/9/2019	12/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	30015	CornDog,Chkn WGJumbo IW(D.Lee)GS#134372 72/cs	\$37.5300	\$225.18	
6	case	59044	Pizza, Cheese IW GS#403232 Tony's 72/case	\$41.6200	\$249.72	
					Sales Tax:	\$0.00
					P.O. Total:	\$474.90
Gold Star Foods Inc.	220353	12/9/2019	1/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	10114	Cranberries, Dried Swtnd USF#1219221 2/48oz/case	\$14.8900	\$44.67	
2	case	10120	Oranges,Mandarin USF#5482591 6/10#/cs	\$21.6800	\$43.36	
					Sales Tax:	\$0.00
					P.O. Total:	\$88.03
Gold Star Foods Inc.	220354	12/9/2019	12/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	4411	Vinegar, Rice 4/1gal./cs GS#203787	\$30.1400	\$60.28	
1	case	4412	Vinegar, Apple Cider 4/1 gal. GS#209540	\$18.1200	\$18.12	
2	case	4113	Chicken Base, LS(NoMSG) GS#305609 4/5#/case	\$116.9800	\$233.96	
6	case	4454	Sugar, Packet GS#200506 2000pkt	\$16.1500	\$96.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$409.26
Gold Star Foods Inc.	220355	12/9/2019	12/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	Cs	1	Ketchup Hunt's 6/#10 GS# 201072	\$25.8900	\$103.56	
1	Cs	2	Corn Starch C Pacific 25 LB GS# 209841	\$20.5000	\$20.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$124.06
Gold Star Foods Inc.	220360	12/12/2019	1/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,739.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,739.80
Gold Star Foods Inc.	220361	12/12/2019	1/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs	\$46.6200	\$1,118.88	
15	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4	\$59.7400	\$896.10	
7	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$43.2900	\$303.03	

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Gold Star Foods Inc.	220361	12/12/2019	1/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
16	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.	\$64.8500	\$1,037.60	
21	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	\$79.4700	\$1,668.87	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,024.48
Gold Star Foods Inc.	220362	12/12/2019	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
28	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$1,189.16	
40	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.	\$30.2900	\$1,211.60	
40	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$30.2900	\$1,211.60	
					Sales Tax:	\$0.00
					P.O. Total:	\$3,612.36
Gold Star Foods Inc.	220363	12/12/2019	2/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	cs	1	51% WW CINNAMON SWIRL 72/2oz	\$26.4100	\$792.30	
					Sales Tax:	\$0.00
					P.O. Total:	\$792.30
Gold Star Foods Inc.	220364	12/12/2019	2/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
21	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs	\$60.8400	\$1,277.64	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,277.64
Gold Star Foods Inc.	220365	12/12/2019	1/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	59521	Quesadilla, TwiceGrilld, GS#402045/36200 100/4.11oz	\$66.9600	\$334.80	
2	case	57201	Pork, TexasWstrn GS#405721 4/5#/case	\$39.0000	\$78.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$412.80
Gold Star Foods Inc.	220372	12/17/2019	1/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
57	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs	\$42.2200	\$2,406.54	
7	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$39.5900	\$277.13	
54	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$1,032.48	
21	case	30220	Chicken Patty, WG GS#141227 104/cs	\$32.3500	\$679.35	
46	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$90.9400	\$4,183.24	
28	case	7003	Cracker, Jungle WG GS#203026 J&J 200/10z/cs	\$28.5300	\$798.84	
					Sales Tax:	\$0.00
					P.O. Total:	\$9,377.58
Gold Star Foods Inc.	220373	12/17/2019	1/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
94	case	30328	French Toast, Bulk GS#138009 Bakecrafters 143/cs	\$19.9600	\$1,876.24	
35	case	58001	Sausage, Link, Pork GS#401388 Pierre 250/cs	\$26.6400	\$932.40	
58	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$53.2100	\$3,086.18	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,894.82
Gold Star Foods Inc.	220374	12/17/2019	1/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
55	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$61.3900	\$3,376.45	
3	case	30326	Breadstick, Garlic GS#134819 320/case	\$36.2900	\$108.87	

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Gold Star Foods Inc.	220374	12/17/2019	1/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$47.4900	\$474.90	
34	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$55.8400	\$1,898.56	
67	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$30.2900	\$2,029.43	
38	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$370.88	
					Sales Tax:	\$0.00
					P.O. Total:	\$8,259.09
Gold Star Foods Inc.	220375	12/17/2019	1/3/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
19	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$75.1300	\$1,427.47	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,427.47
Gold Star Foods Inc.	220376	12/17/2019	3/17/2020	1/17/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
19	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$75.1300	\$1,427.47	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,427.47
Gold Star Foods Inc.	220377	12/17/2019	2/7/2020	1/7/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$560.64	
120	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$948.00	
14	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz	\$17.4700	\$244.58	
10	case	12201	Sunbutter Cup, GS#208125 200/cs	\$58.3500	\$583.50	
14	case	12003	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$483.56	
8	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$52.4400	\$419.52	
16	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$126.1800	\$2,018.88	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,258.68
Gold Star Foods Inc.	220378	12/17/2019	2/14/2020	1/14/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	8021	Chips, Tortilla GS#208220 80/cs	\$19.1200	\$458.88	
12	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$62.1400	\$745.68	
12	case	12101	Salsa, Cup 3oz GS#405859 168/cs	\$56.2900	\$675.48	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,880.04
Gold Star Foods Inc.	220379	12/17/2019	1/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	Case	na	Brownie, WG, Buena Vista- sub	\$36.6600	\$2,382.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,382.90
Gold Star Foods Inc.	220380	12/18/2019	1/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670	\$4.9400	\$321.10	
120	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs	\$9.7100	\$1,165.20	
120	case	3105	Milk White,LowFat, GS#203000 27/8oz/case	\$9.1200	\$1,094.40	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,580.70

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/23/2019 and 12/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$77,403.14
P & R Paper Supply Company, Inc.	220342	12/6/2019	12/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	82203	Spoon, Wh Plas Med Wt NTR-3642 1000/cs	\$4.9000	\$19.60	
1	case	82103	Knife Wh Plas Md Wt NTR-3641 1000/cs	\$4.9000	\$4.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$24.50
P & R Paper Supply Company, Inc.	220366	12/13/2019	12/18/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	cs	1	Small Vinyl P/F Glove 10/100 NET-754629	\$17.6000	\$17.60	
1	cs	2	Medium Vinyl P/F Glove 10/100 NET-754631	\$17.6000	\$17.60	
1	cs	3	Large Vinyl P/F Glove 10/100 NET-754633	\$17.6000	\$17.60	
					Sales Tax:	\$4.08
					P.O. Total:	\$56.88
P & R Paper Supply Company, Inc.	220367	12/13/2019	1/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	83304	Plates, Clear Plastic 6" WNA OP6240CL 240/case	\$46.4000	\$371.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$371.20
P & R Paper Supply Company, Inc.	220368	12/13/2019	1/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	81034	Container, Hoagie Hinge P&R PCA-YCI8-1049 250/cs	\$32.0500	\$96.15	
12	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$10.0000	\$120.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$216.15
Vendor Total:						\$668.73
Form Plastics	220356	12/9/2019	12/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Roller Assembly, Heat Seal #A000040B	\$1,232.0000	\$1,232.00	
					Sales Tax:	\$95.48
					P.O. Total:	\$1,327.48
Vendor Total:						\$1,327.48
Chefs' Toys	220369	12/16/2019	12/16/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	ea	1	Fabric Food Carrier	\$48.6000	\$291.60	
1	ea	1	Chefs' Toys Services	\$8.0000	\$8.00	
					Sales Tax:	\$23.22
					P.O. Total:	\$322.82
Vendor Total:						\$322.82

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/23/2019 and 12/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	220370	12/16/2019	12/16/2019		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	lb	1	R404A Refrigerant	\$15.0000	\$900.00	
2	ea	2	Electronic Leak Detector	\$12.0000	\$24.00	
5.75	hr	3	Prevailing Wage	\$162.0000	\$931.50	
1	ea	4	Regular Service Charge	\$30.0000	\$30.00	
					Sales Tax:	\$69.75
					P.O. Total:	\$1,955.25
Refrigeration Control Company, Inc.	220381	12/20/2019	12/20/2019		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Cost of Repair	\$3,000.0000	\$3,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$3,000.00
					Vendor Total:	\$4,955.25
Image Apparel for Business	220357	12/10/2019	12/10/2019		4364	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	ea	1	SANL500RDS, Red Ladies Polo	\$11.9500	\$59.75	
15	ea	1	SANL500RD M, M, Red Polo, Ladies Silk Touch	\$11.9500	\$179.25	
5	ea	1	SANL500RDL, L, Red Polo, Ladies Silk Touch	\$11.9500	\$59.75	
3	ea	1	SANL500RDXL, XL Red Polo, Ladies Silk Touch	\$11.9500	\$35.85	
5	ea	1	SANL500RD2XL, 2XPlus, RD Polo	\$13.5500	\$67.75	
3	ea	1	SANK500RDS, S Red Polo	\$11.9500	\$35.85	
5	ea	1	SANK500RDM, M, Red Port Authority Silk Touch	\$11.9500	\$59.75	
5	ea	1	SANK500RDL, L, Red Polo, Silk Touch	\$11.9500	\$59.75	
3	ea	1	SANK500RDXL, XL, Red Silk Touch Polo	\$11.9500	\$35.85	
49	ea	1	EMB125-72, 4,000 Embroidery	\$2.4000	\$117.60	
49	ea	1	EMB425-72, 7,000 Embroidery	\$3.5500	\$173.95	
					Sales Tax:	\$68.59
					P.O. Total:	\$953.69
					Vendor Total:	\$953.69
Maria Teresa Gonzalez	220336	12/4/2019	12/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Costco Wholesale, Invoice dated 12/4/19	\$35.5400	\$35.54	
					Sales Tax:	\$0.00
					P.O. Total:	\$35.54
Maria Teresa Gonzalez	220340	12/5/2019	12/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Costco Wholesale, Invoice dated 12/5/19	\$15.6100	\$15.61	
					Sales Tax:	\$0.00
					P.O. Total:	\$15.61
					Vendor Total:	\$51.15

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/23/2019 and 12/26/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Superior Parts & Service	220348	12/9/2019	12/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Estimate to adjust 2 rational doors		\$300.0000	\$300.00
					Sales Tax:	\$0.00
					P.O. Total:	\$300.00
Superior Parts & Service	220371	12/16/2019	12/16/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Finish Installation - Return Trip Charge		\$150.0000	\$150.00
					Sales Tax:	\$0.00
					P.O. Total:	\$150.00
					Vendor Total:	\$450.00
Taqueria Los Gueros	220358	12/10/2019	12/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Deposit, Taco onsite service on 12/19/19		\$200.0000	\$200.00
1	ea	1	Full payment for Taco onsite service on 12/19		\$550.0000	\$550.00
					Sales Tax:	\$0.00
					P.O. Total:	\$750.00
					Vendor Total:	\$750.00
Danilo Valecruz	220359	12/11/2019	12/11/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Mission Inn, Parking Invoice dtd 12/6/19		\$13.6000	\$13.60
76	mi	1	Mileage Expense		\$0.5800	\$44.08
					Sales Tax:	\$0.00
					P.O. Total:	\$57.68
					Vendor Total:	\$57.68

GRAND TOTAL \$ 87,805.17
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 125480 THROUGH 125988 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 125480 through 125988 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$2,884,394.68
12	Child Development	16,877.29
25	Capital Facilities	487,110.04
40	Special Reserve	248,489.77
68	Workers' Compensation	65,947.15
81	Property / Liability Insurance	6,726.77
Total		\$3,709,545.70

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$3,709,545.70 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 125480 through 125988 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14032 THROUGH 14091 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14032 through 14091 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$498,421.85, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14032 through 14091 for the 2019/2020 school year.

RC:MB:tg

CONSENT

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE SUBSTITUTE TEACHER PAY RATE EFFECTIVE JANUARY 15, 2020

Background: The last Board-approved increase to the Substitute Teacher pay rate was April 14, 2015. A recent comparison with neighboring districts showed that the Fullerton School District no longer offers a competitive substitute teacher pay rate and this possibly contributes to the shortage of substitutes we currently face. The District is proposing a new 3-tiered pay schedule as follows:

Current Schedule
 ½ day pay = \$60
 full day pay = \$120

Proposed Tiered Schedule
Tier 1 (1-9 days)
 ½ day = \$60
 full day = \$120

Tier 2 (10-49 days)
 ½ day = \$62.50
 full day = \$125

Tier 3 (50+ days)
 ½ day = \$65
 full day = \$130

The proposed tiered schedule is based on a culmination of days throughout a single school year, which will be tracked by Personnel and Payroll staff. The culmination of days will reset at the beginning of each school year.

The proposed tiered schedule will not affect the existing long-term rate, which is \$145 for an assignment exceeding 15 days.

Rationale: Adjusting the District's Substitute Teacher pay rate keeps Fullerton School District competitive thereby maintaining a healthy sub pool to secure substitute teachers and minimize the number of unfilled vacancies.

Funding: Substitute pay to be charged to appropriate sites and/or departments contingent upon usage.

Recommendation: Approve Substitute Teacher pay rate effective January 15, 2020.

CH:nm

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 2 (OCTOBER 1, 2019 – DECEMBER 31, 2019)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians “Complaint Rights” is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2019 – December 31, 2019).

CH:nm
Attachment



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2019-20**

District: Fullerton School District

District Contact: Nina Mota

Title: Administrative Secretary

- Quarter #1 July 1 – September 30, 2019 Report due by October 25, 2019
- Quarter #2 October 1 – December 31, 2019 Report due by January 31, 2020
- Quarter #3 January 1 – March 31, 2020 Report due by April 24, 2020
- Quarter #4 April 1 – June 30, 2020 Report due by July 31, 2020

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Missassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Robert Pletka, Ed.D.

Signature of Superintendent: _____ Date: January 15, 2020

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed. D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE FIVE-YEAR CONTRACT WITH SPECTRUM TO PROVIDE A 10GBPS FIBER OPTIC CIRCUIT TO EACH SCHOOL TO THE FULLERTON SCHOOL DISTRICT OFFICE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2024

Background: Fullerton School District contracts with Spectrum for connectivity between the District Office and all school sites. The current contract for all sites 10 Gig fiber circuits to the district office will expire June 30, 2020. These data connections are currently providing much of the educational content to students during the day as well as providing connectivity to teaching and support staff. On September 25, 2019, with board approval, the Fullerton School District went out to competitively bid for fiber connectivity to it's school sites. On November 20, 2019, the Fullerton School District has determined Spectrum to be awarded.

Rationale: The Fullerton School District Office needs to maintain quality internet connectivity. This will support teaching and learning with high-speed access to utilize educational content and resources using mobile devices

Funding: The estimated monthly cost, less the e-Rate and California Teleconnect Fund (CTF) discounts, is \$5172.80. This contract is completely dependent on e-Rate funding approval by the Universal Services Administrative Co. Schools and Library Division.

Recommendation: Approve Five-Year Contract with Spectrum to provide a 10Gbps fiber optic circuit from each school to the Fullerton School District Office effective July 1, 2020 through June 30, 2024.

JD:SR:rw
Attachment



Customer Service Order

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Olivia Ortiz
 Phone: (562) 677-0406 ext:
 Cell Phone: (562) 677-0406
 Email: olivia.ortiz@charter.com

Order # 11546470

Customer Information: Customer Code		
Business Name	FULLERTON SCHOOL DISTRICT	Customer Type:
Billing Address		
Attention To:	Account Number	
1401 W VALENCIA DR FULLERTON CA 92833		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
	714- 447-2846	mike_mcadam@fullertonsd.org
Mike Mcadam		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Sam Ricchio	714-447-7483	sam_ricchio@fullertonsd.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Aaron Store	714-447-7483	aaron_storey@fullertonsd.org

Current Services and Monthly charges At 1400 W Fern Dr , Fullerton CA 92833			
Description	Quantity	Sales Price	Monthly Recurring Total
Bci A/O	1	\$0.00	\$0.00
Ethephub	1	\$0.00	\$0.00
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 2030 Sunset Ln , Fullerton CA 92833			
Description	Quantity	Sales Price	Monthly Recurring Total
Bci A/O	1	\$0.00	\$0.00
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1200 N Acacia Ave , Fullerton CA 92831			
Description	Quantity	Sales Price	Monthly Recurring Total
Bci A/O	1	\$0.00	\$0.00
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 244 E Valencia Dr , Fullerton CA 92832			
Description	Quantity	Sales Price	Monthly Recurring Total

Bci A/O	1	\$0.00	\$0.00
En Ctfdfib	1	(\$2,208.00)	(\$2,208.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comm1 Acct	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$4,416.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1700 E Wilshire Ave , Fullerton CA 92831			
Description	Quantity	Sales Price	Monthly Recurring Total
Bci A/O	1	\$0.00	\$0.00
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comm1 Acct	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1460 Rolling Hills Dr , Fullerton CA 92835			
Description	Quantity	Sales Price	Monthly Recurring Total
Bci A/O	1	\$0.00	\$0.00
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comm1 Acct	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 2200 E Commonwealth Ave , Fullerton CA 92831			
Description	Quantity	Sales Price	Monthly Recurring Total
Bci A/O	1	\$0.00	\$0.00
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comm1 Acct	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00

BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 300 Laguna Rd , Fullerton CA 92835			
Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 732 Barris Dr , Fullerton CA 92832			
Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 455 W Baker Ave , Fullerton CA 92832			
Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 1100 W Olive Ave , Fullerton CA 92833			
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Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Data Term - 3 YR	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1350 Starbuck St , Fullerton CA 92833

Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 400 E Hermosa Dr , Fullerton CA 92835

Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 389 W Truslow Ave , Fullerton CA 92832

Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdcf	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00

Ethernet EPL HUB	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 517 N Raymond Ave , Fullerton CA 92831			
Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enertxdef	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 700 S Richman Ave , Fullerton CA 92832			
Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enertxdef	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 780 Beechwood Ave , Fullerton CA 92835			
Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enertxdef	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00
*Prices do not include taxes and fees.			

Current Services and Monthly charges At 1401 W Valencia Dr , Fullerton CA 92833			
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Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$199.80)	(\$199.80)
Eneratedfi	1	\$0.00	\$0.00
Enerttxdef	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
*Total			-\$199.80

*Prices do not include taxes and fees.

Current Services and Monthly charges At 3441 W Valencia Dr , Fullerton CA 92833

Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	2	(\$1,104.00)	(\$2,208.00)
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1400 S Brookhurst Rd , Fullerton CA 92833

Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdef	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1710 Rosecrans Ave Unit Parks JR - Portable, Fullerton CA 92833

Description	Quantity	Sales Price	Monthly Recurring Total
En Ctfdfib	1	(\$276.00)	(\$276.00)
Eneratedfi	1	(\$2,208.00)	(\$2,208.00)
Enerttxdef	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			-\$2,484.00

*Prices do not include taxes and fees.				
New and Revised Services and Monthly Charges At 1401 W Valencia Dr , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	19	\$878.00	\$16,682.00	60 Months
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$17,560.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1100 W Olive Ave , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1200 N Acacia Ave , Fullerton CA 92831				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1350 Starbuck St , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1400 S Brookhurst Rd , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1400 W Fern Dr , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1460 Rolling Hills Dr , Fullerton CA 92835				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1700 E Wilshire Ave , Fullerton CA 92831				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1710 Rosecrans Ave Unit Parks JR - Portable, Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 2030 Sunset Ln , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 2200 E Commonwealth Ave , Fullerton CA 92831				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 244 E Valencia Dr , Fullerton CA 92832				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 300 Laguna Rd , Fullerton CA 92835				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 3441 W Valencia Dr , Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 389 W Truslow Ave , Fullerton CA 92832				
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Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 400 E Hermosa Dr , Fullerton CA 92835

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 455 W Baker Ave , Fullerton CA 92832

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 517 N Raymond Ave , Fullerton CA 92831

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 700 S Richman Ave , Fullerton CA 92832

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 732 Barris Dr , Fullerton CA 92832

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 780 Beechwood Ave , Fullerton CA 92835

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 10 Gbps	1	\$878.00	\$878.00	60 Months
*Total			\$878.00	
*Prices do not include taxes and fees.				

Special Terms

Spectrum will make commercially reasonable efforts to allow Customer to upgrade Service(s) at one or more of the above Service Locations, based on the pricing and bandwidth options provided in Table 1 below, without extending the Contract Term, upon 30 days written request to Spectrum. Customer understands that such upgrade(s) may require additional Monthly Recurring Charges and/or Non-Recurring Charges that will be determined, and presented to Customer, at the time of the upgrade request. Should Customer downgrade the Service(s) at any of the Service Locations in the Order below the originally contracted rate, Customer will be subject to Early Termination Fees (ETFs), as described in the Commercial Terms of Service.

Table 1

Band Width	Order Term	Configuration	Monthly Recurring Charge (per Service Location)
20G	60 months	EPL	\$1,750.00

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (“E-Rate”) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (“SPI”) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15th prior to the applicable funding year. Customer must complete and return an “E-Rate Discount Election Form” to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer’s request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer’s obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer’s requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Spectrum will make commercially reasonable efforts to allow Customer to upgrade Service(s) at one or more of the above Service Locations, based on the pricing and bandwidth options provided in Table 1 below, without extending the Contract Term, upon 30 days written request to Spectrum. Customer understands that such upgrade(s) may require additional Monthly Recurring Charges and/or Non-Recurring Charges that will be determined, and presented to Customer, at the time of the upgrade request. Should Customer downgrade the Service(s) at any of the Service Locations in the Order below the originally contracted rate, Customer will be subject to Early Termination Fees (ETFs), as described in the Commercial Terms of Service.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

 Authorized Signature for Customer

 Printed Name and Title

 Date Signed

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Pablo Diaz, Education Innovation Specialist, Innovation and Instructional Support

SUBJECT: APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR WES KRIESEL AND PABLO DIAZ TO ATTEND THE NATIONAL ASSOCIATION OF BROADCASTERS (NAB) SHOW IN LAS VEGAS, NEVADA, APRIL 18-22, 2020

Background: The National Association of Broadcasters (NAB) show is where global visionaries convene to bring content to life in new and exciting ways. Attendees at this conference gain knowledge, experience cutting-edge training, get hands-on with the latest technology, and connect with industry trailblazers advancing the art, science, and business of content. The knowledge gained from this conference will allow us to improve our services for students including our live stream internship and multimedia opportunities.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost not to exceed \$4000 from the Innovation & Instructional Support budget (#409).

Recommendation: Approve out-of-state conference attendance for Wes Kriesel and Pablo Diaz to attend the National Association of Broadcasters (NAB) show in Las Vegas, Nevada, April 18-22, 2020.

JD:PD:rw

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LEVEL DATA, FOR MANAGED SERVICE AND STATE DATA VALIDATION SUITE PRORATED FOR THE 2019/2020 SCHOOL YEAR**

Background: The Level Data managed service will provide Fullerton School District (FSD) the ability to identify data errors in PowerSchool (SIS) in real time through field validation, address validation, and workflow navigator tools. The suite includes State Data Validation, which validates data in PowerSchool using state reporting rules specific to the State of California for the California Longitudinal Pupil Achievement Data System (CALPADS) reporting requirements.

Rationale: The managed service and State Data Validation are time saving tools that allow system administrators to maintain the highest level of accuracy in the data being reported to the state through CALPADS. Using these tools will ensure data accuracy from the beginning when a student record is created, greatly reducing or eliminating data errors at reporting time. Data accuracy directly affects funding eligibility for many programs.

Funding: Total cost for the Managed Service and State Data Validation Suite is not to exceed \$5,444.58 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve service agreement between Fullerton School District and Level Data, for managed service and State Data Validation Suite for the 2019/2020 school year.

JM:rw
Attachment



Fullerton School District - SDVS/Feb. Prorated

Prepared on December 18, 2019 - #20191218-131152430

For Fullerton School District - Beci Weed [Show details](#)

Comments

Dear Beci,

Thank you for the opportunity to provide you with the enclosed quotation.

When you are ready to purchase, you will want to reference Quote Number LD-1913901 with your purchase order. We will gladly provide a W9 upon request.

Albert Oliver - Senior Account Executive at Level Data, Inc



Products & Services

State Data Validation Suite

13067 x \$1.00 / year

The Level Data managed service gives districts the ability to identify data errors in PowerSchool in real time through field validation, address validation, and workflow navigator tools. It also includes State Data Validation, which validates data in PowerSchool using state reporting rules specific to your state.

Proration

1 x ~~\$0.00~~

This connector pricing is prorated for the remainder of the budgetary school year, ending on 6/30.
(February 1 through June 30, 2020)

~~\$7,622.42 discount~~ **-\$7,622.42**

Recurring subtotal	\$13,067.00 / year
One-time discount	\$7,622.42
One-time subtotal	-\$7,622.42
Total	\$5,444.58

This quote expires on February 16, 2020.

Purchase Terms

The amount of the first-year service cost is due 30 days from the date of this invoice. Once completed, the service connector(s) will be released to full functionality when this amount has been paid.

If your District has special limitations or budgetary requirements that may necessitate multiple Invoices please notify your Account Executive of these requirements.

From the first day the service you purchased goes into production, we give you 90 days to decide if you are 100% satisfied. If you are not, we will refund 100% of the money you spent on that service.

Additional applications can be added to the package at any time.

Changes to existing application connectors can be made as needed. Each application has a cost and an implementation process that will be evaluated along with the integration process prior to placing an order.

Approval of this quotation of services constitutes agreement with our [Terms of Service](#) and [Privacy Policy](#).

Signature

Date

Printed name

Questions? Contact me



Albert Oliver

Senior Account Executive

aoliver@leveldata.com

+1 (269) 488-2033

[Download quote](#)

[Print quote](#)



Level Data, Inc

6850 Stadium Dr

Kalamazoo, MI 49009

US

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B019 THROUGH 19/20-B021 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B019 through 19/20-B021 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B019

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$3,237,416 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	-\$1,809,111
8012	Education Protection Account	267
8021	Homeowners' Exemption	-3,887
8022	Timber Yield Tax	-5
8041	Secured Rolls Tax	1,866,732
8042	Unsecured Roll Taxes	11,004
8043	Prior Years' Taxes	71,843
8044	Supplemental Taxes	85,531
8045	Education Revenue Augmentation Fund	-789,840
8047	Community Redevelopment Funds	508,934
8590	All Other State Revenue	1,729,913
8699	All Other Local Revenue	750,001
8980	Contributions from Unrestricted Revenues	816,034
	Total:	\$3,237,416

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$60,508
2000	Classified Salaries	-122,950
3000	Employee Benefits	14,640
4000	Books and Supplies	-9,173
5000	Services & Other Operating Expenses	762,631
7000	Other Outgo	-8,261
9789	Reserve for Economic Uncertainties	2,540,021
	Total:	\$3,237,416

Explanation: This Resolution reflects budget adjustments in the First Interim Financial Report that was presented at the December 10, 2019 Board Meeting which included adjustments for the Special Education Early Intervention Preschool Grant, property taxes, e-rate credits, Routine Restricted Maintenance, statutory benefits and the Local Control Funding Formula. It also includes various adjustments to expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B020

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$361,529 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$451,539
8980	Contributions from Unrestricted Revenues	-813,068
	Total:	-\$361,529

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$14,764
2000	Classified Salaries	12,674
3000	Employee Benefits	-18,062
4000	Books and Supplies	3,184
5000	Services & Other Operating Expenses	68,272
6000	Capital Outlay	-410,691
7000	Other Outgo	27,665
9789	Reserve for Economic Uncertainties	-59,335
	Total:	-\$361,529

Explanation: This Resolution reflects budget adjustments in the First Interim Financial Report that was presented at the December 10, 2019 Board Meeting which included adjustments for Special Education, Routine Restricted Maintenance, Early Learning Inclusive Pre-School (ELIP) and donations to various school sites. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B021

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$12,000
2000	Classified Salaries	35,000
3000	Employee Benefits	200
4000	Books and Supplies	-49,200
5000	Services & Other Operating Expenses	2,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: **APPROVE AGREEMENT WITH NIGRO & NIGRO, PC, TO PERFORM AUDITING SERVICES FOR THE FULLERTON SCHOOL DISTRICT FOR THE FISCAL YEARS 2019/2020 THROUGH 2020/2021**

Background: The District has retained the auditing services of Nigro & Nigro, PC, to perform the annual audit of the District's financial statements for several years. The Administration recommends entering into an agreement for an additional two years with Nigro & Nigro, PC.

Rationale: California Education Code section 41020 states that the County Superintendent of Schools shall provide for an audit of all funds under his/her jurisdiction and control. The Code also states that the governing board of each district shall either provide for an audit of the books and accounts of the district, or make arrangements with the County Superintendent of Schools having jurisdiction over the district to provide for such auditing.

Funding: Cost is not to exceed \$47,000 for the 2019/2020 fiscal year and \$47,500 for the 2020/2021 fiscal year from General Fund.

Recommendation: Approve agreement with Nigro & Nigro, PC, to perform auditing services for the Fullerton School District for the fiscal years 2019/2020 through 2020/2021.

RC:MG:yd
Attachment



January 7, 2020

To the Board of Trustees and Management of
Fullerton School District
1401 W Valencia Drive
Fullerton, CA 92833

We are pleased to confirm our understanding of the services we are to provide Fullerton School District for the fiscal years ended June 30, 2020 through 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Fullerton School District as of and for the fiscal years ended June 30, 2020 through 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Fullerton School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Fullerton School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Proportionate Share of the Net Pension Liability
- 4) Schedule of Pension Contributions
- 5) Schedule of changes in the net OPEB liability and related ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Fullerton School District' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of average daily attendance
- 3) Schedule of instructional time
- 4) Schedule of financial trends and analysis
- 5) Reconciliation of annual financial and budget report with audited financial statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Peter Glenn, CPA | Paul J. Kaymark, CPA | Michael Klein, CPA, CMA, EA

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064

OAKLAND OFFICE 333 Hegenberger Road, Suite 388, Oakland, CA 94621 • P: (844) 557-3111 • F: (844) 557-3444

1) Local Educational Agency organization structure

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of Fullerton School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or

noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the school district and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an

opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Fullerton School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that school district programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of the audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Nigro & Nigro and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The maximum annual fee for auditing services under the terms of this agreement shall be as follows:

2019-2020 Fiscal Year Audit:	\$47,000
2020-2021 Fiscal Year Audit:	\$47,500

with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in GASB standards, *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals may be in addition to the above maximum fee. Our invoices for these fees will be rendered as work progresses and are payable within 30 days. In accordance with our firm policies, your account becomes delinquent when it is 90 days or more overdue. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The amount withheld is not payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of subdivision (a) of Section 14503. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

Additional extensions beyond 2021 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Termination Prior to Expiration of Term

Fullerton School District ("District") reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Nigro & Nigro, PC. ("Consultant"), except that where termination is due to

the fault of the Consultant, the period of notice may be such shorter time as may be determined by the District. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to District, except that where termination is due to the fault of the District, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the District. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the District. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder.

We appreciate the opportunity to be of service to Fullerton School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Nigro + Nigro, PC".

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Fullerton School District.

APPROVED:

Fullerton School District

Date

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **APPROVE CONTRACT FOR THE PURCHASE OF TECHNOLOGY EQUIPMENT AND PERIPHERALS FROM IRVINE UNIFIED SCHOOL DISTRICT PIGGYBACK BID NO. 19/20-01 IT AWARDED TO CDW GOVERNMENT, LLC THROUGH DECEMBER 31, 2021**

Background: Irvine Unified School District Bid No. 19/20-01 IT for Technology Equipment and Peripherals was awarded to CDW Government, LLC. Staff has reviewed the contract and has determined that it is a cost-effective means of purchasing technology equipment and peripherals. The initial term of the proposed contract is January 1, 2020 through December 31, 2021 with options to extend for three (3) additional one (1) year terms upon mutual written agreement between the Irvine Unified School District and Contractor and the approval of the School Board, for a maximum term of five (5) years, in accordance with provisions contained in Educational Code section 17596.

Public Contract Code Section 20118 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another public agency.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing technology, equipment and peripherals as required throughout the district.

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve contract for the purchase of technology equipment and peripherals from Irvine Unified School District piggyback Bid No. 19/20-01 IT awarded to CDW Government, LLC. through December 31, 2021.

RC:mm

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: J.D. Mancha, Assistant Director of Transportation Services
SUBJECT: **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND JFK TRANSPORTATION CO., INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JANUARY 15, 2020 THROUGH JUNE 30, 2020**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with outside contractors such as JFK Transportation Co., Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective January 15, 2020, through June 30, 2020, with JFK Transportation Co., Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

JFK Transportation Co., Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$25,000.

Recommendation: Approve contract between Fullerton School District and JFK Transportation Co., Inc., to provide transportation for field trips, effective January 15, 2020, through June 30, 2020.

RC:MM:JM
Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 15th day of January 2020 between

JFK TRANSPORTATION CO., INC.
980 W. 17th St.
Santa Ana, California, 92706

hereinafter referred to as JFK, and

FULLERTON SCHOOL DISTRICT
1401 West Valencia Drive
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, JFK owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, JFK desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. JFK shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by JFK. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. JFK shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, JFK will either send a replacement bus(es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective January 15, 2020 and continue through June 30, 2020, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. JFK shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. JFK shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.

7. JFK shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, JFK shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of JFK under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
 - b. Worker's compensation insurance as required by law to protect JFK from claims which may arise from its operations under this Agreement.
 - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. JFK agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. JFK shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of JFK, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify JFK, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, JFK is an independent contractor, and not an officer, agent or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by JFK which is caused by FSD students.
13. JFK is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.

14. JFK's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
 - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to

insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which

notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attn: Robert R. Coghlan, Ph.D.

CONTRACTOR:
JFK Transportation Co., Inc.
980 W. 17th St.
Santa Ana, California, 92706
Attn: Kevin Watson

23. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
24. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between JFK and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

JFK Transportation Co., Inc.

By: _____
Signature

By:  _____
Signature

Name: Robert Coghlan, PH. d.

Name: Kevin Watson

Title: Assistant Superintendent
Business Services
714-447-7445
714-447-7514 (FAX)

Title: President
714-543-4629
714-543-0306 (FAX)

Date: _____

Date: December 16, 2019

Attachment A



Fullerton School District

School Buses	Rates
Minimum Number of Hours Required	5
8-20	\$350.00
65-90	\$485.00
Outside Orange County	
Minimum Number of Hours Required	5
All School Buses	\$585.00
Overtime	Each Hour over 5 Hour Minimum
School Buses	\$83.00
Cancellation Fee*	\$400.00

*Cancellation Fee of \$400.00 to be charged to District for buses cancelled by District within four (4) hours prior to the scheduled trip time.

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE/RATIFY AGREEMENT FOR EMERGENCY CROSS LOT DRAINAGE BETWEEN FULLERTON SCHOOL DISTRICT AND MELIA HOMES – VIA AMOR PROJECT**

Background: Melia Homes is a private developer that is proposing to build a residential development adjacent to Richman Elementary School. The city of Fullerton requires a hydrology report and grading plan along with a 100-year storm event study. The design and capacity of the study exceeds the 100-year storm event; meaning cross-lot drainage is not likely and is planned for emergency overflow purposes only. The existing property barrier is currently a 6-foot chain link fence. Melia Homes is proposing an 8-foot block wall with omitted blocks at the bottom of the wall. The planned block wall will have omitted blocks at 10-foot on center at the bottom of the wall and is intended for emergency overflow only. Any emergency overflow will drain to the Richman Elementary field as is the current drainage flow today.

Rationale: District staff recommends entering into an agreement with Melia Homes for the emergency overflow drain.

Funding: The agreement will have no cost to the Fullerton School District.

Recommendation: Approve/Ratify agreement emergency cross lot drainage between Fullerton School District and Melia Homes – Via Amor Project.

RC:SS:ys
Attachment

Recording requested by
FIRST AMERICAN TITLE

When recorded return to:

MELIA HOMES
Attn: Monica Ultras
8951 Research Drive, Ste. 100
Irvine, CA 92618

(Space Above For Recorder's Use)

DECLARATION OF COVENANTS AND AGREEMENT
(CROSS LOT DRAINAGE)

THIS DECLARATION OF COVENANTS AND AGREEMENT (CROSS LOT DRAINAGE) ("**Agreement**") is made this 13 day of December, 2019, by the undersigned owner of the "Via Amor Property" defined below ("**Via Amor Property Owner**"), and the undersigned owner of the "**School District Property**" defined below ("**School District Property Owner**"). (The Via Amor Property Owner and School District Property Owner are sometimes referred to herein individually as a "**party**" and collectively as the "**parties**").

R E C I T A L S:

A. Via Amor Property Owner is the current owner of that certain real property located in the City of Fullerton, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto (hereinafter referred to collectively as the "**Via Amor Property**").

B. School District Property Owner is the current owner of that certain real property located in the City of Fullerton, County of Orange, State of California, more particularly described on Exhibit "B" attached hereto (hereinafter referred to as the "**School District Property**").

C. The School District Property Owner hereby agrees to allow emergency surface water overflow from the Via Amor Property Owner to flow on, over, across and through the School District Property (referred to as "**Cross Lot Drainage**").

D. The Via Amor Property Owner and the School District Property Owner intend that the provisions of this Agreement shall constitute covenants running with the land which will be binding upon the School District Property Owner, and its heirs, successors, assigns, and grantees.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Via Amor Property Owner and the School District Property Owner covenant and agree as follows:

1. Obligations of School District Property Owner. The School District Property Owner shall allow emergency surface water overflow from the Via Amor Property to flow on, over, across and through the School District Property.

2. Construction. The provisions of this Agreement shall be liberally construed to effectuate the parties' intent to allow the flow of emergency surface water overflow drainage from the Via Amor Property on, over, across and through the School District Property.

3. Inurement. The terms and provisions of this Agreement shall be deemed to be covenants running with the land and be binding upon, the Via Amor Property and School District Property, each of the Owners thereof, and their respective heirs, successors, assigns, and grantees.

(Signatures Follow)


IN WITNESS WHEREOF, the undersigned Via Amor Property Owner and School District Property Owner have duly executed this Agreement on the day and year noted below.

"VIA AMOR PROPERTY OWNER"

FULLERTONLOVE 2019, LLC,
a California limited liability
company

By: MELIA HOMES, INC.
a California corporation
Its: Manager

By:



BJ Delzer
President

(additional signatures to follow)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On December 13, 2019, before me, Cheryl Therese Robertson, Notary Public
Name and Title of Officer

personally appeared RJ Delzer,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon
behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cheryl Therese Robertson
Signature of Notary Public



[SEAL]

"SCHOOL DISTRICT PROPERTY OWNER"

By: 

Name: Rossar R. Coats

By: _____

Name: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On December 17, 2019, 2019, before me, Maria Carmen Serna, Notary Public
Name and Title of Officer
personally appeared Robert Redmond Cognlan,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon
behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Carmen Serna
Signature of Notary Public



[SEAL]

EXHIBIT "A"

Via Amor Property

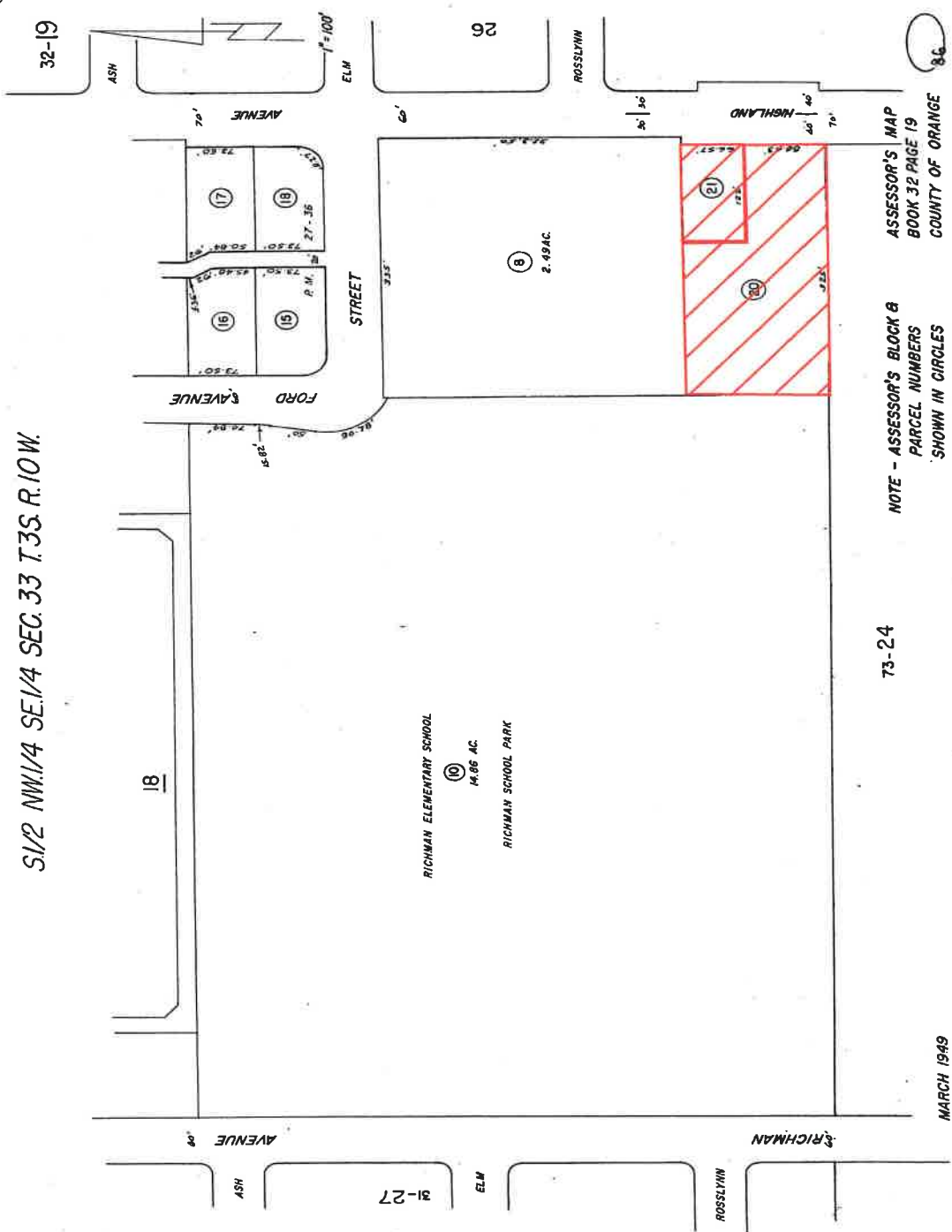
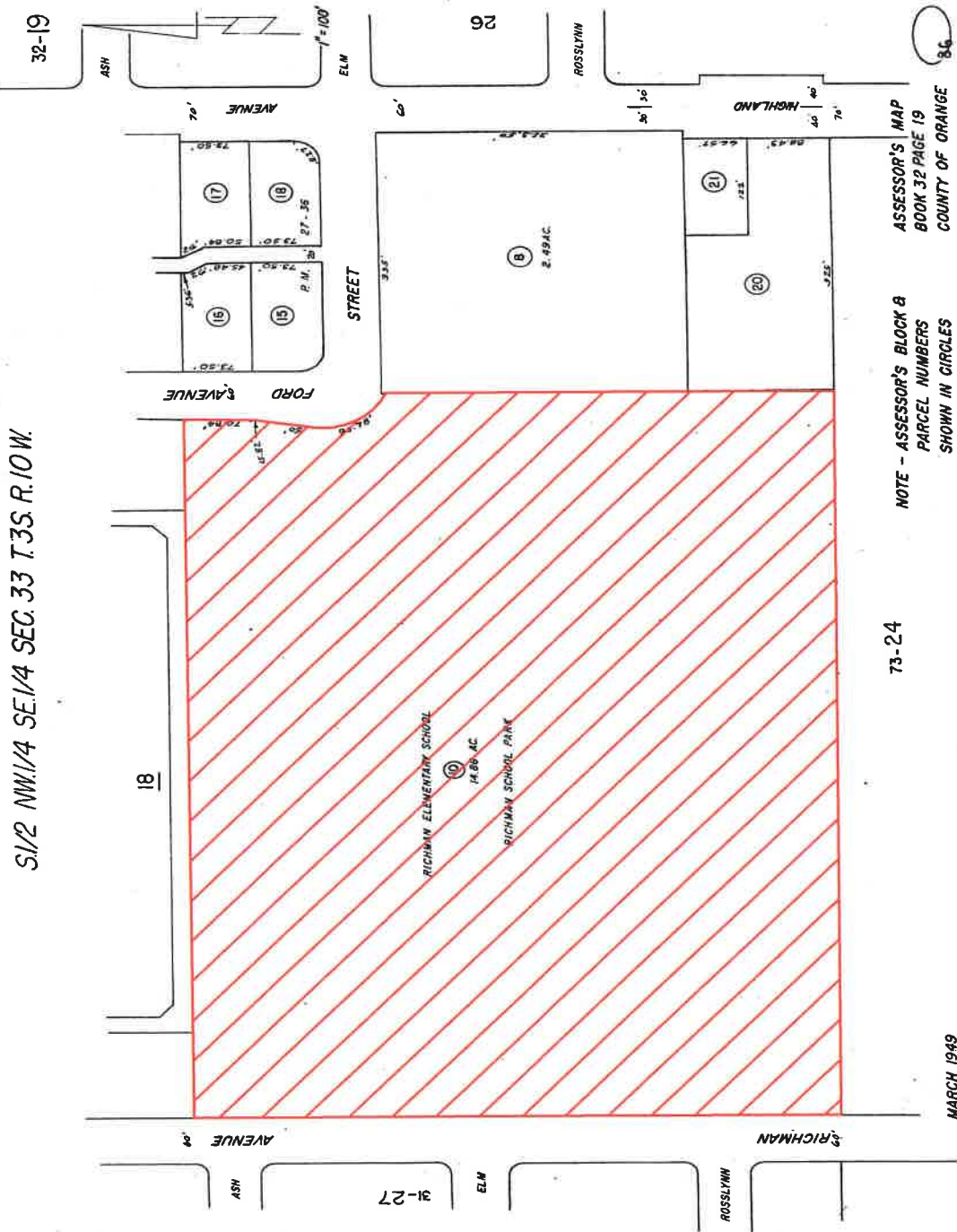


EXHIBIT "B"

School District Property



S1/2 NW1/4 SE1/4 SEC. 33 T.3S. R.10W.

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND ELIZABETH MORALES FOR TRANSLATION SERVICES FROM AUGUST 30, 2019 THROUGH JUNE 30, 2020**

Background: Board approval was granted on October 15, 2019, for the agreement with Elizabeth Morales. An addendum is requested as unforeseen translation service was requested and resulted in a new contract amount.

Rationale: Ms. Morales provides translation services for sensitive and technical topics on large documents (over five pages) in Spanish and Korean.

Funding: Cost not to exceed \$3,450 and is to be paid from the Unrestricted General Fund. Original approval was for \$2,450.

Recommendation: Approve/Ratify Addendum between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.

JL:nm
Attachment

ADDENDUM #1

**AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND
ELIZABETH MORALES**

This addendum is being submitted to amend rates on Board item originally submitted and Board approved on October 15, 2019 (Item #1m). All other information to remain as originally submitted.

Amendment is requested due to change in amount for contracted services.

Original contract amount:	\$2,450
New contract amount:	\$1,000
New Total Amount:	\$3,450

Robert Pletka, Superintendent
Fullerton School District



Elizabeth Morales

Date

Date

1/6/2020

Prepared by: Nancy Marcus

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Patricia Chiles, Program Coordinator, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM FOR THE GATE PROGRAM COORDINATOR AND GATE TALENT ACADEMY COORDINATOR TO ATTEND THE 2019 NATIONAL ASSOCIATION FOR GIFTED CHILDREN (NAGC) 66th ANNUAL CONVENTION IN ALBUQUERQUE, NEW MEXICO FROM NOVEMBER 7-10, 2019**

Background: Board approval was granted on October 15, 2019 (Board Item #1x) for the conference attendance for Patricia Chiles and Rudolph Petris to the National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico. An addendum is requested due to a change in total conference costs.

Rationale: The National Association for Gifted Children is the premier GATE Association in the United States. The conference will provide a wonderful opportunity to network, promote, and inform the nation and world about the exceptional learning, innovations, and great teaching practices at Fullerton School District. NAGC will offer a forum to learn from and collaborate with colleagues from around the world. Mrs. Chiles and Mr. Petris will also be able to discover what other GATE educators are doing in their districts and gain new knowledge and inspiration to bring back and share with our Fullerton teachers.

Funding: Cost is not to exceed \$4,700 and is to be paid from GATE funds (#115). Original board approval was for \$3,000.

Recommendation: Approve/Ratify Addendum for the GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019.

JL:PC:to
Attachment

ADDENDUM #1

APPROVE/RATIFY ADDENDUM FOR THE GATE PROGRAM COORDINATOR AND GATE TALENT ACADEMY COORDINATOR TO ATTEND THE 2019 NATIONAL ASSOCIATION FOR GIFTED CHILDREN (NAGC) 66TH ANNUAL CONVENTION IN ALBUQUERQUE, NEW MEXICO FROM NOVEMBER 7-10, 2019

This addendum is being submitted to amend rates on Board item originally submitted and Board approved on October 15, 2019 (Item #1x). All other information to remain as originally submitted.

An addendum is requested due to airline flight cost and per diem meals inadvertently left off of original Board Item.

Original Cost:

Total Conference Expenses	\$ 3,000.00
---------------------------	-------------

New Cost:

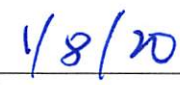
Total Conference Expenses	\$ 3,000.00
Airfare	\$ 1,203.98
Meals	\$ 400.00

Robert Pletka, Superintendent
Fullerton School District



Julienne Lee, Assistant Superintendent

Date



Date

Prepared by: Patricia Chiles

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Tracy Gyurina, Ed.D., Principal, Sunset Lane School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE PROFESSIONAL DEVELOPMENT FOR WRITERS WORKSHOP TRAINING AT SUNSET LANE SCHOOL ON FEBRUARY 24-25, 2020**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide staff with strategies that are designed to improve student achievement and to effectively address closing the achievement gap by utilizing common core standards and an individual approach to teaching writing.

Rationale: Teachers and administrators will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. The Writers Workshop training will support teachers in the development of students to become effective writers. This professional development will support the implementation of Writing Workshop by pushing into individual classrooms and giving personalized support to each staff member as a follow up to our previous Writers Workshop 101 training.

Funding: Cost is not to exceed \$5,100 and is to be paid from site budget (#302).

Recommendation: Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Sunset Lane School on February 24-25, 2020.

JL:TG:nm
Attachment

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR TWO CHILD DEVELOPMENT SERVICES STAFF MEMBERS TO ATTEND THE OPAL SCHOOL SUMMER SYMPOSIUM 2020 IN PORTLAND, OREGON, JUNE 17-20, 2020**

Background: Portland Children’s Museum hosts the Opal School Summer Symposium, which is designed for all educators committed to recognizing, celebrating, and extending the creative and cognitive capacities of children with focus, access, equity, and inclusive practices. Opal School is a public preschool – 5th grade school located within the Portland Children’s Museum.

Rationale: Opal School Summer Symposium 2020 focus is collaboration on integrating the tools of the arts and science to develop learning approaches to create differentiated pathways to learning and sustain environments reflecting inclusive practices. Designed to immerse participants in Opal School and programs throughout the United States and Canada to practice in a way that deepens engagement for all children.

Fullerton School District Child Development programs are viewed as exemplary by child early learning and expanded learning professionals statewide and beyond. Child Development Services will send two staff members to the symposium, and in collaboration with colleagues attending from Orange County, will provide professional development to early learning and afterschool program staff.

Funding: Cost not to exceed \$3,600 to be paid from Child Development Services budget (#085).

Recommendation: Approve out-of-state conference attendance for two Child Development Services staff members to attend the Opal School Summer Symposium 2020 in Portland, Oregon, June 17-20, 2020.

JL:MC:ln

CONSENT ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Ginger Frady, Principal, Orangethorpe School

SUBJECT: **APPROVE/RATIFY OUT-OF-STATE ATTENDANCE FOR ORANGETHORPE SCHOOL STAFF TO ATTEND THE ROCK AND ROLL FOREVER FOUNDATION GALA, MANHATTAN, NEW YORK, NOVEMBER 21-25, 2019**

Background: Orangethorpe School is the flagship partner school for the Teach Rock program that was founded and is funded by the Rock and Roll Forever Foundation. This partnership has allowed Orangethorpe teachers to work monthly with a Teach Rock Arts Integration Specialist, in addition to creating new opportunities for our teachers and students both inside the classroom and on an international scale. Schools in Norway and Spain are interested in emulating the Orangethorpe partnership with Teach Rock. This has been a unique opportunity for Orangethorpe to grow our site focus Project Curiosity: The Art & Science of Nature and share this fusion of VAPA & NGSS through a conservationist lens with others around the world. Teach Rock lessons have become a vital part of our school's Project Curiosity implementation this year. At the gala event, Orangethorpe was spotlighted as a model partnership of arts integration and power of rock and roll as a medium for engaging students in their learning.

Rationale: Approval/Ratification provides three teachers and the principal at Orangethorpe School to participate in a professional learning opportunity focused on arts-infused instruction across the curriculum. This experience has helped our teachers as they build curricular capacity for *Project Curiosity - The Art and Science of Nature*, as well as highlighting Orangethorpe's desire to empower its student learners.

Funding: Cost is not to exceed \$4,000 to be paid from site funds (#212).

Recommendation: Approve/Ratify out-of-state conference attendance for Orangethorpe School staff to attend the Rock and Roll Forever Foundation Gala, Manhattan, New York, November 21-25, 2019.

JL:GF:nm

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY ADDENDUM TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC EFFECTIVE JANUARY 15, 2020 THROUGH JUNE 30, 2020**

Background: Board approval was granted on November 12, 2019 (Board Agenda Item #1o) for the Agreement with Summit View School DBA STEM3 Academy OC. An addendum is requested due to change in rates.

Rationale: Nonpublic schools are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of this contract is to be in the amount of the Individualized Service Contract and is to be paid from Student Support Services budget (#420).

Recommendation: Approve/Ratify Addendum to Agreement between Fullerton School District and Summit View School DBA STEM3 Academy OC effective January 15, 2020 through June 30, 2020.

JL:RG:vm
Attachment

ADDENDUM #1

**AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND
SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC
EFFECTIVE JANUARY 15, 2020 THROUGH JUNE 30, 2020**

This addendum is being submitted to amend rates on Board item originally submitted and Board approved on November 12, 2019 (Item #1o). All other information to remain as originally submitted.

An addendum is requested due to change in rates for contracted services.

Original contract rates:

Counseling Individual	\$ 58/per half hour
Language and Speech	\$ 70/per half hour

New contract rates:

Counseling Individual	\$ 82/per half hour
Language and Speech	\$ 82/per half hour

Robert Pletka, Superintendent
Fullerton School District

Date

Summit View School DBA STEM3 Academy OC

Date

Prepared by: ROBIN GILLIGAN

CONSENT ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on December 16, 2019.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20**

LEGEND

Acronym	Definition
ASP	After-School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
NLA	No longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cox	Magnolia	Instructional Assistant/SE I	Add 2% Medical Stipend	10/22/19	22	3.00	122	B14/1
McDermitt	Jill	Instructional Assistant/SE I	Add 2% Medical Stipend	10/22/19	17	6.00	130	B14/6
Molina	Nicole	Instructional Assistant/SE I	Add 6% Medical Stipend	4/1/17	12	6.00	125	B14/3
Acuna	Jo	Instructional Assistant/SE II	Add 6% Medical Stipend	9/24/19	17	28/wk	242	B14/6
Patel	Manisha	Instructional Assistant/Rec-Sub.	Add Inst Asst/Rec - Sub. Class	11/6/19	18	0.00	100	B11/1
Dialani	Yogita	Instructional Assistant/Reg-Sub.	Add Inst. Asst./Reg - Sub. classification to current Play. Sup. - Sub. classification	11/4/19	99	0.00	100	B11/1
Employee ID	4811		CFRA Leave 11/21-1/7/20	11/27/19				
Apodaca	Donna	Bus Driver	Decrease in hours due to re-bid	10/21/19	56	31.4/wk	565	B21
Chavira	Frances	Bus Driver	Decrease in hours due to re-bid	10/21/19	56	28.9/wk	565	B21

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Pirali	Oralia	Bus Driver	Decrease in hours due to re-bid	10/21/19	56	33.1/wk	565	B21
Employee ID	4941		FMLA 11/27-12/31/19	11/27/19				
Velaso	Jesse	HVAC Technician	Hire Probationary Status	11/25/19	53	8.00	533	B32/1
Avilez-Velis	Daniel	Instructional Assistant/Expan. Learn	Hire Probationary Status	11/4/19	60	19.5/wk	85	B11/1
Garcia	Kimberly	Instructional Assistant/Expan. Learn	Hire Probationary Status	11/7/19	60	19/wk	329	B11/1
Hernandez	Jason	Instructional Assistant/Expan. Learn	Hire Probationary Status	11/12/19	60	18/wk	329	B11/1
Douville	Jamie	Instructional Assistant/Rec	Hire Probationary Status	11/4/19	30	18.75/wk	100	B11/1
Raprager	Deli	Instructional Assistant/Rec	Hire Probationary Status	11/12/19	60	19.5/wk	85	B11/1
Moreno	Maria	School Office Manager	Hire Probationary Status	11/14/19	29	8.00	403	B25/1
Wikes	Nancy	Supervisor, Nutrition Services	Hire Probationary Status	11/20/19	90	8.00	606	M10/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Fernandez Macias	Oscar	Custodian I-Sub.	Hire Sub. Status	11/12/19	53	0.00	542	B17/1
Hammonds	Brent	Custodian I-Sub.	Hire Sub. Status	11/6/19	53	0.00	542	B17/1
Lopez	Guadalupe	Custodian I-Sub.	Hire Sub. Status	11/18/19	53	0.00	542	B17/1
Moya	Jonathan	Custodian I-Sub.	Hire Sub. Status	11/6/19	53	0.00	542	B17/1
Moya	Jonathan	Custodian I-Sub.	Hire Sub. Status	11/6/19	53	0.00	542	B17/1
Rojas Macias	Francisco	Custodian I-Sub.	Hire Sub. Status	11/19/19	53	0.00	542	B17/1
Caldecott	John	Dir. of Class. Personnel-Interim	Hire Sub. Status	10/21/19	58	8.00	522	M33/1
Doan	Kevin	Food Service Asst. I - Sub.	Hire Sub. Status	11/8/19	90	0.00	606	B08/1
Newaz	Navin	Food Service Asst. I - Sub.	Hire Sub. Status	11/25/19	90	0.00		B8/1
Rueda	Natalie	Instructional Assistant/Expan. Learn	Hire Sub. Status	10/28/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Chudy	Amanda	Instructional Assistant/Expan. Learn - Sub.	Hire Sub. Status	11/21/19	99	0.00	100	B11/1
Anderson	Roxanne	Instructional Assistant/Reg-Sub.	Hire Sub. Status	11/4/19	99	0.00	100	B11/1
Silverio	Jocelyn	Instructional Assistant/Reg-Sub.	Hire Sub. Status	11/7/19	99	0.00	100	B11/1
Morales	Adriana	Playground Supervisor - Sub.	Hire Sub. Status	11/18/19	99	0.00	100	B7/1
Morales Martinez	Adriana	Playground Supervisor - Sub.	Hire Sub. Status	11/18/19	99	0.00	100	B7/1
Lee	Jey	Social Services Assistant	Hire Sub. Status	11/12/19	99	0.00	100	B17/1
McGinnis	Anne	Instructional Assistant/SE I	Increase hours from 3.8 to 6/day, transfer from Orangethorpe to Parks	11/12/19	23	6.00	242	B14/6
Juarez	Jennifer	Playground Supervisor	Increase of Hours from 5.83 to 8.83/wk	10/28/19	19	8.83	100	B11/1
Hurtado	Sandra	Playground Supervisor	Increase of Hours from 9.08/wk to 10.85	8/12/19	24	10.85/wk	100	B11/1
Employee ID	3805		Medical Leave 9/30/19-11/12/19					

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	857		Paid Admin Leave 11/11/19-11/29/19					
Employee ID	6784		PDL/FMLA 11/5/19-approx 12/3/19					
Gutierrez	Diana	School Office Manager	Promotion from Clerical Assistant II to School Office Manager	10/31/19	16	8.00	403	B25/4
Valtierra	Jessica	Clerical Asst. II/BB	Promotion from Health Asst./BB to Clerical Assistant II	11/5/19	16	8.00	403	B20/3
Figueroa	Edna	Administrative Secretary	Promotion from School Office Manager to Admin. Secretary	11/18/19	99	8.00	522	M03/1
Cortez	Leticia	Risk Management Clerk	Reclassification from Risk Mgmt Clerk to Risk Mgmt Tech	10/22/19	51	8.00	524	B28/4
Michel	Leslie	Health Assistant/BB	Reinstatement	10/23/19	22	3.75	402	B18/2
Chaichan Nartea	Pathida "Emma"	Behavior Intervention Supervisor	Resignation - Will not remain as Sub.	11/7/19	54	8.00	505	M12/3
Melendez Vega	Irioshi	Instructional Assistant/SE I	Resignation - Will not remain as Sub.	11/8/19	23	6.00	121	B14/1
Lewis	Lyndsey	School Office Manager	Resignation - Will not remain as Sub.	11/13/19	26	8.00	403	B25/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Ramirez	Laura	Instructional Assistant/SE-Sub.	Separation - NLA	11/13/19	99	0.00	121	B11/1
Gonzalez	Ana	Clerical Asst. I - Sub.	Separation - NLA	11/27/19	99	0.00	100	B17/1
Mares	Citllali	Clerical Asst. I - Sub.	Separation - NLA	11/27/19	99	0.00	403	B17/1
Torres	Brenda	Clerical Asst. I - Sub.	Separation - NLA	11/27/19	99	0.00	403	B17/1
Kayaleh	Deborah	Health Asst/Sub.	Separation - NLA	11/13/19	99	0.00	402	B17/1
Gonzalez	Liliana	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	60	0.00	208	B11/1
Keller	Steven	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Madrid	Desiree	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Marji	Nour	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Montalvo	Georgianna	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Starbeck	Miranda	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Yniguez	Ashley	Instructional Assistant/Rec-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Guzman	Tania	Instructional Assistant/Reg-Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Torres	Kristel	Instructional Assistant/Reg. - Sub.	Separation - NLA	11/27/19	99	0.00	100	B11/1
Fishel	Wendy	Instructional Assistant/SE-Sub.	Separation - NLA	11/14/19	99	0.00	121	B11/1
Gallo	Sarah	Instructional Assistant/SE-Sub.	Separation - NLA	11/5/19	99	0.00		B14/1
Molinar	Iodely	Instructional Assistant/SE-Sub.	Separation - NLA	11/27/19	99	0.00	100	B14/1
Simo	Karen	Instructional Assistant/SE-Sub.	Separation - NLA	11/27/19	99	0.00	121	B14/1
Tan	Gailyn	Instructional Assistant/SE-Sub.	Separation - NLA	11/27/19	99	0.00	121	B14/1
Williams	Rachel	Instructional Assistant/SE-Sub.	Separation - NLA	11/27/19	99	0.00	121	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Gonzalez Vasquez	Araceli	Playground Supervisor - Sub.	Separation - NLA	11/27/19	99	0.00	100	B7/1
Martinez	Elizabeth	Playground Supervisor - Sub.	Separation - NLA	11/27/19	99	0.00	100	B7/1
Martinez	Sylvia	Registered Associate	Separation - NLA	11/7/19	54	24.00	542	18.00/hr
Baker	Kent	Custodian II	Service Retirement	11/30/19	23	8.00	542	B25/6
Reynolds	Melody	Food Production Specialist	Service Retirement - will remain as Sub.	11/30/19	90	8.00	606	B21/6
Ramirez	Ira	Account Clerk II	Step Increase to Step 2	12/1/19	50	8.00	530	B24/1
Ceron	Charlene	Clerical Asst. II	Step Increase to Step 2	12/1/19	11	8.00	403	B19/1
Koerth	Amy	Health Assistant	Step Increase to Step 2	12/1/19	26	18.75/wk	402	B17/1
Manurung	Wendy	Instructional Assistant/Reg.	Step Increase to Step 2	12/1/19	24	3.00	100	B11/1
Schmidt	Emily	Instructional Assistant/Reg.	Step Increase to Step 2	12/1/19	11	18.75/wk	100 (80%) 302 (20%)	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Bhakta	Hina	Computer Technician I	Step Increase to Step 3	12/1/19	59	25/wk	409	B30/2
Perez	Alejandro	Custodian II	Step Increase to Step 3	12/1/19	53	8.00	542	B24/2
Serna	Michael	Custodian II	Step Increase to Step 3	12/1/19	53	8.00	542	B24/2
McAdam	Michael	Dir. of Purchasing, Warehouse and Transportation	Step Increase to Step 3	12/1/19	50	8.00	531 (80%) 565 (20%)	M21/2
Perez	Cristina	Instructional Assistant/Reg.	Step Increase to Step 3	12/1/19	22	3.00	212	B11/2
Panchal	Mital	Instructional Assistant/SE I	Step Increase to Step 3	12/1/19	20	3.00	130	B14/2
Marshall	Andrew	Transporter	Step Increase to Step 3	12/1/19	50	8.00	531	B20/2
Do	Shirley	Instructional Assistant/Rec.	Step Increase to Step 4	12/1/19	60	19.75/wk	329	B11/3
Soria	Jessica	Instructional Assistant/Reg.	Step Increase to Step 4	12/1/19	19	3.00	100	B11/3
Arechiga	Gina	Bus Driver	Step Increase to Step 5	12/1/19	56	28.6/wk	565	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sem	Rosanne	Instructional Assistant/SE II	Step Increase to Step 5	12/1/19	12	6.00	112	B14/4
Lara	George	Tech. Support Spec. I	Step Increase to Step 5	12/1/19	55	8.00	302	B26/4
Prudencio	Jennifer	Instructional Assistant/Rec.	Step Increase to Step 6	12/1/19	60	19.5/wk	208	B11/5
York	Deborah	Instructional Assistant/SE I	Temp. Additional Hours - 1.5/day	9/30/19	13	6.00	242	B14/6
Aure	Jessica	Instructional Assistant/SE II	Temp. Additional Hours - 12.00/week	11/4/19	17	6.00	121	B14/6
Romo	Dora	Instructional Assistant/SE I	Temp. Additional Hours - 2.00/day	11/4/19	19	4.00	126	B14/6
DeAnda	Amber	Instructional Assistant/SE I	Temp. Additional Hours - 2.00/week	8/12/19	19	18/wk	126	B14/2
Lozada	Daniela	Instructional Assistant/SE I	Temp. Additional Hours - 2.25/day	11/4/19	19	18/wk	126	B14/1
Oseguera	Jonathan	Instructional Assistant/SE I	Temp. Additional Hours - 2.75/day	10/8/19	22	3.50	122	B14/3
Employee ID	7763		Term on Probation	11/21/19				

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Spivey	Holly	Instructional Assistant/SE II	Transfer from Golden Hill to Sunset Lane	8/12/19	27	6.00	121	B14/6
Arbiso	Rebecca	School Office Manager	Transfer from Nicolas to Rolling Hills	11/14/19	26	8.00	403	B25/6
Freker	Jo	Playground Supervisor	Voluntary Reduction of Hours from 13.33 to 13.17	8/12/19	26	2.63	100	B11/1
Gutierrez Osorio	Jose	Instructional Assistant/Rec.	Voluntary Reduction of Hours from 18.75 to 15.75	11/19/19	21	18.75/wk	100	B11/1
Ortiz	Erica	Playground Supervisor	Voluntary Reduction of Hours from 8.75 to 5.85	8/12/19	24	5.85/wk	100	B11/1
Betrue	Melissa	Playground Supervisor	Voluntary Reduction of Hours from 9.58/wk to 9.15	8/12/19	24	9.15/wk	100	B11/1
Acosta	Marleen	Clerical Asst. II/BB	Working out of class - CA II/BB to SOM	11/14/19	20	8.00	403	B25/5
Vargas	Raul	Gardener	Working out of class as Grounds Equipment Operator	10/17/19	53	8.00	547	B22/6
Employee ID	428		Workmans Comp	11/11/19-11/27/19				

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/16/19
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 1/14/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

_____ Chairperson

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.

_____ Clerk/Secretary

CONSENT ITEM

DATE: January 14, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE RESOLUTION #19/20-11 RECOGNIZING JANUARY 20, 2020 AS DR. MARTIN LUTHER KING, JR. DAY

Background: Dr. Martin Luther King, Jr. played an important role in the history of the civil rights and peace movement in the United States. He dedicated his life to the fight for full citizenship rights for the poor, disadvantaged, and racially oppressed in the United States and throughout his too-brief life, this youngest recipient of the Nobel Peace Prize sought to redress the inequities in a society which had kept many of its citizens from entering the mainstream of American life. Dr. King's firm commitment to nonviolent civil disobedience marshalled unprecedented numbers of Americans to band together to peacefully demonstrate and focus this nation's attention on economic and social discrimination.

Dr. King is a remarkable example of dignity and integrity as a fighter for freedom and justice. He serves as a role model for all students through his determination to improve society as a whole and conditions for the poor, disadvantaged, and racially oppressed in particular.

Rationale: Contributions to the betterment of society made by Dr. King serve as reminders that one person dedicated to the goal of equity and justice for all people can indeed make a difference.

Funding: N/A.

Recommendation: Approve Resolution #19/20-11 recognizing January 20, 2020 as Dr. Martin Luther King, Jr. Day.

RP:cs
Attachment

BOARD RESOLUTION #19/20-11

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS Dr. Martin Luther King, Jr. played an important role in the history of the civil rights and peace movement in the United States; and

WHEREAS Dr. King was a man of impressive moral presence who devoted his life to the fight for full citizenship rights for the poor, disadvantaged, and racially oppressed in the United States; and **WHEREAS**, throughout his too-brief life, this youngest recipient of the Nobel Peace Prize sought to redress the inequities in a society which had kept many of its citizens from entering the mainstream of American life; and;

WHEREAS Dr. King's firm commitment to nonviolent civil disobedience marshaled unprecedented numbers of Americans to band together to peacefully demonstrate and focus this nation's attention on economic and social discrimination; and

WHEREAS contributions to the betterment of society made by Dr. King. serve as reminders that one person dedicated to the goal of equity and justice for all people can indeed make a difference; and

WHEREAS Dr. King is a remarkable example of dignity and integrity as a fighter for freedom and justice; and

WHEREAS Dr. King serves as a role model for all students through his determination to improve society as a whole and conditions for the poor, disadvantaged, and racially oppressed in particular.

NOW THEREFORE, BE IT RESOLVED THAT:

The Fullerton School District Board of Trustees recognizes January 20, 2020, as the day to honor this great American leader and encourages students, parents, teachers, other staff members, and the Fullerton community to acknowledge his accomplishments through appropriate activities commemorating the civil rights movement in the United States. Adopted and approved by the Fullerton School District Board of Trustees at the regular meeting held on the 14th day of January 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR. ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 14th of January, 2020, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2020.

Secretary of the Board

DISCUSSION/ACTION ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION ON SICK LEAVE FOR THE 2019/2020 SCHOOL YEAR**

Background: Previous District practice did not allow certificated employees to use Sick Leave accrued for anything other than personal sickness. Education Code does allow the use of Sick Leave earned to be used to care for immediate family members up to what is earned in one school year (10-days). Classified employees are also already allowed to utilize earned Sick Leave for care of immediate family members.

Rationale: This MOU will ensure consistency and uniformity in application of accrued Sick Leave.

Funding: Any costs would come from the respective sites' General Fund budget.

Recommendation: Approve/Ratify Memorandum of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Sick Leave for the 2019/2020 school year.

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

December 13, 2019

Beginning in the 2019-2020 school year, the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA) agree to change Article 13 of Collective Bargaining Agreement between FSD and FETA as follows:

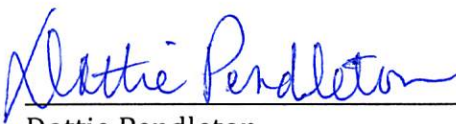
A. Sick Leave with Pay

1. Eligibility

All full-time certificated employees are entitled to ten (10) days of leave of absence each year for illness, injury, maternity disability, or quarantine **for use by the certificated employee**. A certificated employee working less than full time shall be entitled to sick leave at the same ratio that the certificated employee's employment bears to full-time employment. All certificated employees hired after the start of the school year shall have sick leave benefits prorated for the balance of the school year. The District shall provide each certificated employee with access to a password protected on-line account in order to check sick leave balances at any time.

5. Use of Sick Leave for an Immediate Family Member

In the event of the illness of an immediate family member (as defined in Article 13, Section E 3 a-d) of a certificated employee that requires hospitalization, care and/or treatment by a medical provider, and/or the certificated employee's presence; a certificated employee shall be entitled to use a maximum allowance of ten (10) Sick Leave with Pay days per school year so long as the certificated employee has such number of accumulated sick leave days available. The use of sick leave for an immediate family member requires written verification of the requirement of the immediate family member's need for hospitalization, care and/or treatment by a medical provider, and/or the certificated employee's presence.



Dottie Pendleton
Negotiations Chairperson
FETA



Chad Hammitt, Ed.D.
Assistant Superintendent,
Personnel Services - FSD

DISCUSSION/ACTION ITEM

DATE: January 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY MEMORANDUMS OF UNDERSTANDING (MOU) BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION ON EXTRACURRICULAR ACTIVITY FOR THE 2019/2020 SCHOOL YEAR**

Background: In collaboration with representatives from the Fullerton Elementary Teachers Association (FETA), the District has drafted the attached memorandum of understanding (MOU) that would allow for the compensation to a teacher who takes on extracurricular activities as a Sports Coordinator.

Rationale: MOUs will provide clarity on implementation of certain initiatives.

Funding: Any costs would come from the respective sites' General Fund budget.

Recommendation: Approve/Ratify Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Extracurricular Activity for the 2019/2020 school year.

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

December 13, 2019

For the 2019-2020 school year, the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA) agree to the following extracurricular stipend amounts for the extracurricular activity as listed below.

The extracurricular assignment is based on a minimum number of required hours and the amount of the stipend is built upon the teacher hourly rate (\$44.93) for the number of required minimum hours. The stipend will be paid on the May 31st pay warrant. One stipend will be provided for the District Junior High Intramural Sports Coordinator. Teacher teams may split this extracurricular assignment and stipend with mutual agreement between teacher teams and the District administrator.

- District Junior High Intramural Sports Coordinator - \$1,000 (22 minimum hours)



Dottie Pendleton
Negotiations Chairperson
FETA

Date: 12/13/19



Chad Wammitt, Ed.D.
Assistant Superintendent,
Personnel Services

Date: 12/13/19

DISCUSSION/ACTION ITEM

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: HEAR PRESENTATION AND ACCEPT THE 2018/2019 AUDIT REPORT

Background: The Fullerton School District's annual financial statements are audited every year by an independent auditing firm as required by Education Code section 41020. A member of the auditing firm of Nigro & Nigro, PC, will present the report and respond to any specific questions the Board might have regarding this audit.

A copy of the audit report is available in the Superintendent's Office for public review.

Rationale: The District's financial statements are audited annually by an independent auditing firm as required by Education Code section 41020. Board members received a copy of the audit report prior to the Board meeting, and a copy is available on the District's web site for review.

Funding: Not applicable.

Recommendation: Hear presentation and accept the 2018/2019 Audit Report.

RC:MG:yd

ADMINISTRATIVE REPORT

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF REVISED PUPIL ATTENDANCE CALENDARS FOR THE 2021/2022 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of parents, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations.

The 2021/2022 Pupil Attendance Calendar is presented for a First Read to allow for feedback from the Board. It will be presented for approval and adoption during the February 11, 2020 Board of Trustees meeting.

Rationale: Establishing an attendance calendar this far in advance allows for sites and departments to plan early. Collaborative planning will help to reduce conflicts as well.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

DRAFT

**Fullerton School District
2021/2022 Pupil Attendance Calendar**

DRAFT

July 2021

4 Independence Day

July 2021							January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30	31					

January 2022

1 New Year's Day
 3 Records Day (Jr. High)
 Staff Development (Elem.)
 4 All Students Return
 17 Martin Luther King Jr. Day

August 2021

11 New Teachers First Day
 12/13 Staff Development
 16 All Students Return

August 2021							February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28					

February 2022

14 Lincoln's Holiday Observed
 21 Presidents' Holiday

September 2021

6 Labor Day
 22 Full-Day Parent
 Conference Day

September 2021							March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30			27	28	29	30	31		

March 2022

21 - 25 Spring Break

October 2021

October 2021							April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													

April 2022

November 2021

1 Staff Development
 11 Veterans' Day Recognition
 22 - 26 Thanksgiving Break

November 2021							May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				

May 2022

30 Memorial Day

December 2021

17 No Attendance for:
 Students, Certificated, &
 Classified less than 12 mo.
 20 - 31 Winter Recess

December 2021							June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		

June 2022

3 Students' Last Day

- Students Return
- Non Student Day
- Holiday/Breaks (no student attendance)
- Staff Development Day/Conference Day/Records Day (no student attendance)
- Students' Last Day

Quarters (7-8)

Aug. 16 - Oct. 15 (43 days)
 Oct. 18 - Dec. 16 (37 days)
 Jan. 4 - Mar. 18 (51 days)
 Mar. 28 - June 3 (49 days)

Trimesters (K-6)

Aug. 16 - Nov. 12 (61 days)
 Nov. 15 - Mar. 4 (60 days)
 Mar. 7 - June 3 (59 days)

Misc. Dates

Fall Conference Week: September 20-24, 2021
PreK-6 = Minimum Day
Jr. High Fall Conference: TBD
 Spring Conference Week: March 14 - 18, 2022
PreK-6 = Minimum Day
Jr. High Spring Conference: TBD

180 Student Days

185 Teacher Work Days (new teachers work 186 days)

Board Approved:

ADMINISTRATIVE REPORT

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new and revised board policies need to be approved:

New:

Personnel
BP 4151, 4251, 4351 – Employee Compensation
BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel
BP 4033 – Lactation Accommodation
BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Bullying

The purpose of this Administrative Report will be to afford Board members the opportunity to review these new board policies, ask questions, receive clarification, and propose revisions prior to the request for Board approval of these new and revised policies at the February 11, 2020 Board of Trustees Meeting.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachments

Fullerton School District

Board Policy

Employee Compensation

BP 4151, 4251, 4351

Personnel

Board Adopted:

In order to recruit and retain employees committed to the District's goals for student learning, the Board of Trustees recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be made available for review online.

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a monthly salary that is at least twice the state minimum wage for full-time employment. (Labor Code 510, 515; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Legal References:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

515 Overtime exemption for administrative, executive, and professional employees

CODE OF REGULATIONS, TITLE 8

11040 Wages and hours; definitions of administrative, executive, and professional employees

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <http://www.dol.gov/whd>

CSBA Revisions

(07/08 10/16) 12/19

Fullerton School District

Board Policy

Dismissal/Suspension/Disciplinary Action

BP 4218

Personnel

Board Adopted:

The Board of Trustees expects all employees to perform their jobs satisfactorily and exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, any applicable collective bargaining agreement, and the rules of the personnel commission.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

A permanent classified employee shall be subject to suspension, demotion, or dismissal only for one or more of the causes designated by rule of the personnel commission. (Education Code 45302, 45304)

When such serious disciplinary action is being contemplated against an employee, the district shall adhere to disciplinary procedures developed by the personnel commission. Due process shall be afforded to the employee, including proper notice, an opportunity for the employee to meet with a designated district official ("Skelly officer") or to respond in writing to the charges, and an opportunity to appeal the district's decision with the personnel commission in accordance with Education Code 45305-45307. If the matter is addressed in a hearing before the personnel commission, the decision of the personnel commission shall be final.

However, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. The ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45312).

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44031 Personnel file

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence

44990-44994 Testimony of minor witnesses at dismissal or suspension hearings
45101 Definitions (including "disciplinary action," "cause")
45109 Fixing of duties
45123 Employment after conviction of sex or narcotics offense
45124 Dismissal of sexual psychopath
45202 Transfer of accumulated sick leave and other benefits following dismissal
45240-45320 Merit system, classified employees, especially:
45302-45307 Suspension, dismissal, or other disciplinary action; classified employees

CODE OF CIVIL PROCEDURE

1286.2 Grounds for vacating decision of arbitrator

GOVERNMENT CODE

11500-11529 Administrative adjudication
12900-12996 Fair Employment and Housing Act
54957 Brown Act open meeting laws; closed session

HEALTH AND SAFETY CODE

11054 Schedule I; substances included
11055 Schedule II, substances included
11056 Schedule III, substances included
11357-11361 Marijuana
11363 Peyote
11364 Opium
11370.1 Possession of controlled substances with a firearm

PENAL CODE

187 Murder
667.5 Sex offenders
830.32 Peace officers employed by district
1192.7 Violent or serious felony
11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District (2008) No. B200141
California School Employees v. Livingston Union School District (2007) 149 Cal.App 4th 391
CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150, 155-156
Skelly v. State Personnel Board (1975) 15 Cal. 3d 194
California School Employees Association v. Personnel Commission (1970) 3 Cal.3d 139

Management Resources:

CALIFORNIA SCHOOL PERSONNEL COMMISSIONERS ASSOCIATION PUBLICATIONS

Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014

WEB SITES

California School Personnel Commissioners Association: <http://meritsystem.org>

(7/19) 12/19

Fullerton School District

Board Policy

Lactation Accommodation

BP 4033

Personnel

Board Adopted: February 13, 2018

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding ~~for infants and mothers~~ and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee ~~who chooses to express breast milk for her infant child while at work~~ **for seeking an accommodation to express breast milk for an infant child while at work.**

~~The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child.~~

~~The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.~~

~~Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.~~

~~Lactation accommodations may be denied only in limited circumstances in accordance with law.~~

~~Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.~~

An employee shall notify the employee's supervisor or other appropriate personnel in advance of the intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The District shall include this policy in its employee handbook or in any set of policies that the District makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry

about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The District shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements: (Labor Code 1031; 29 USC 207)

1. Is shielded from view and free from intrusion while the employee is expressing milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity; prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12926 Definition of sex; breastfeeding

Fullerton School District BP 4033

Page 2 of 3

12940 Unlawful discriminatory employment practices
12945 Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1034 Lactation accommodation
6382 Procedure for listing hazardous substances

CODE OF REGULATIONS, TITLE 2

11035-11051 Unlawful sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Lactation Accommodation for Employers

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Frequently Asked Questions- Break Time for Nursing Mothers

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, rev. April 2018

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

<http://www.dir.ca.gov/dlse> California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children Program: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Revisions

(07/11) 12/19

Fullerton School District

Board Policy

Probationary/Permanent Status

BP 4216

Classified Personnel

Board Adopted: December 13, 2005

Board Revised:

~~Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months of service or 130 days of probationary service, whichever is longest, excluding absences for illness and injury. Upon satisfactorily completing this period, they shall become permanent classified employees of the District.~~

~~New employees shall be evaluated prior to the end of the six-month probationary period, if applicable. These evaluations shall indicate whether the evaluator is satisfied with the employee's ability, performance, and compatibility with the job.~~

~~The Superintendent may dismiss an employee during the initial probationary period. A permanent employee who was promoted to a higher classification may be returned during the probationary period to his/her former classification, if such position still exists.~~

Health Examinations

Drug and Alcohol Testing for School Bus Drivers

~~The Board of Trustees desires to take all possible steps to ensure transportation safety for District students and staff. The Superintendent or designee shall establish a drug and alcohol testing program for all school bus drivers and any other employees who hold a commercial driver's license, which is necessary to perform duties, related to their employment with the District. This program shall be designed to fulfill the requirements of federal law and regulations.~~

~~Drivers who test positive for alcohol or drugs shall be removed from safety-sensitive functions and subject to disciplinary action up to and including dismissal in accordance with administrative regulations.~~

The Board of Trustees desires to employ and retain highly qualified classified personnel to support the District's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term District employment.

A probationary employee who has been employed by the District for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the District. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The District may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Legal References:

~~Education Code~~

~~35160 Authority of Governing Boards~~

~~45269 Persons Deemed in Permanent Classified Service~~

~~45270 Persons Deemed under Probationary Classification~~

~~45301 Probationary Period for Entry into Permanent Classified Service~~

~~Vehicle Code~~

~~34500 Applicable Vehicles~~

~~34501.12 Motor Carrier Definition~~

~~34520 Motor Carrier and Driver Compliance with Federal Testing Requirements~~

~~United States Code, Title 49~~

~~2717 Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)~~

~~Code of Federal Regulations, Title 49~~

~~40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs~~

~~382 Controlled Substance and Alcohol Use and Testing~~

EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

Management Resources:

WEB SITES

California School Employees Association: <http://www.csea.org>

(6/96 7/02) 10/19

Fullerton School District

Board Policy

Anti-Bullying

BP 5131.2

Students

Board Adopted: June 19, 2012

Revised: November 15, 2016, August 14, 2018

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on **student well-being**, student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel, **or retaliate against them for filing a complaint or participating in the complaint resolution process.**

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage or victimize that person's reputation.

Strategies for addressing bullying in District schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, in accordance with law, Board policy, and administrative regulation and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable District and school plans.

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

Bullying Prevention

To the extent possible, District and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and implementing strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the District shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination,

intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the District and its employees to prevent discrimination, harassment, intimidation, and bullying of District students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and or cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within

one business day, report his/her observation to the principal or a District compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the District compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory, resolved in accordance with law and the District's uniform complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with District policies and regulations.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

Fullerton School District BP 5131.2

647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47
254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on basis of age

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children; Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(4/13 10/14) 7/15 5/18

ADMINISTRATIVE REPORT

DATE: January 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Director, Educational Services
SUBJECT: CALIFORNIA SCHOOL DASHBOARD STATE INDICATORS AND ENGLISH LEARNER ROADMAP BOARD REPORT

Background: Based on the Local Control Funding Formula (LCFF), California has an accountability system that is based on multiple measures. These measures are used to determine local educational agency (LEA) and school progress toward meeting the needs of their students. Performance on these multiple measures are reported through the new California School Dashboard. This accountability system is an online tool that reports on multiple measures, including local and state indicators.

Rationale: Educational Services staff will present a review of the Fullerton School District Fall 2019 California Dashboard reports. This review will include an overall summary of the Dashboard State indicator data for the District as well as significant subgroups.

Funding: Not applicable.

Recommendation: Not applicable.

JL:SC:nm

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, November 12, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and Mark Jacobs (Raymond School teacher and FETA President) led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt, Julieenne Lee

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:05 p.m. and Sonny Williams (Maple School student) led the pledge of allegiance. President Meyer reported that in closed session, the Board took action 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2019090426). The District agrees to contract with Professional Tutors of America to provide fifteen (15) hours of tutoring as compensatory education. The District agrees to pay, as a compromise and settlement only, the sum of Six Thousand Five Hundred Dollars (\$6,500.00) for all attorneys' fees owed or paid by Parent in connection with the Action.

Introductions/Recognitions:

Anthony Abney, Principal at Maple School, presented an overview of Maple School's many programs and activities. Students Valerie Miranda, Erika Rogel, and Vincent Torres from Maple School sang the song "Ilorona."

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Nate Jones, Damian Ibarra, Melissa Greenwood, Phil Ling, Dr. Tracy Gyurina, Cynthia Morones, Patricia Chiles, Magnolia Cox, Rochelle Wolf, and Edna Figueroa. Each recipient was recognized for a Fullerton School District Core Value.

Superintendent's Report

Dr. Bob Pletka expressed his appreciation to CSEA, FETA, and FESMA for planning a successful Partnership with Administration and Labor (PAL) Retreat on November 5, 2019. He stated the PAL Retreat is a testament to everyone working together as a team and collaborating with one another. Dr. Pletka stated Buena Park, Lowell and ABC School Districts attended the PAL Retreat. Dr. Pletka thanked Julieenne Lee, Assistant Superintendent of Educational Services, for coordinating the Korean Culture Experience; the team traveled to Los Angeles to visit the Korean Culture Center and received great resources and curriculum for teaching Korean.

Information from the Board of Trustees

Trustee Thakur- He attended "Dia de Los Muertos" at the Muckenthaler. He thanked and congratulated President Meyer for a successful year as FSD Board President.

Trustee Berryman- She attended the Orange County Teacher of the Year gala; Ruth Gaer (former Parks JHS teacher) and Cathy Wilson (Laguna Road teacher) were recognized.

Trustee Sugarman – She attended the PAL Retreat and the Korean Culture Experience. Trustee Sugarman stated the theme for the PAL Retreat was "playfulness". She thanked Dr. Pletka for his leadership in growing programs to benefit students and families such as Champions for Learning. The parents who participate in the

Champions for Learning are proud to represent their school and be part of FSD. She enjoyed the District Office Halloween Potluck.

Trustee Vazquez– She thanked staff for their ongoing hard work towards students. Trustee Vazquez thanked President Meyer for her year as Board president. She stated the FSD Board of Trustees' have held several special board meetings to discuss their Board Annual Goals and bond placement. She thanked staff for responding to questions.

President Meyer- She thanked Mark Jacobs, FETA President, for attending the Special Board meetings and providing valuable feedback to the Board of Trustees. She congratulated Acacia and Robert C. Fisler Schools for being recognized at National Blue Ribbon Schools.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Lisa Sherman- She reported the upcoming PTA reflections gallery will be held on November 14, 2019, at Ladera Vista JHS of Arts, and invited everyone to attend. She reported the PTA membership is currently at 4627 members.

FETA –Mark Jacobs- He reported FSD teachers and staff continue to work hard to implement programs and policies that make FSD outstanding. November 9, 2019, marks the end of the first trimester. Mr. Jacobs stated that the PAL Retreat strengthened the relationships by experiencing the “power of play” and thanked the PAL Committee who helped plan the event. He thanked the Board of Trustees and Executive Cabinet for supporting the PAL process. FETA and the District Office is partnering up and continue to meet with each site leadership team in the district in order to strengthen the relevance and role of SIT Leadership teams; a site crisis intervention team is being created to work with students with difficult behaviors. In response to junior high colleagues, FETA hosted the first PBIS “Think Tank” where coaches, administrators, and teachers came together to discuss the most at-risk behavior students and possible strategies to ensure their success in junior high and their transition to high school.

CSEA – Joanne Declaro- She reported the PAL Retreat was a big success and the theme of play was an important role in building successful work relationships. Mrs. Declaro enjoyed the break-out session “Walk a Mile in My Shoes”. On behalf of CSEA, she thanked Rodney Lusch for his previous 6 years of service as CSEA’s appointee to the Personnel Commission. She introduced Anita Varela the new CSEA appointee to the Personnel Commission. Mrs. Varela has been a Fullerton resident since 1985 and has been dedicated to public instruction for 46 years.

FESMA –Rochelle Wolf- She reported FESMA enjoyed the PAL Retreat and the bonding opportunity between CSEA, FETA, and FESMA. She announced the Every Student Succeeding event will be held on January 16, 2020, and wished everyone a Happy Thanksgiving.

Public Comments:

No public comments.

Approve Minutes

It was moved by Jeanette Vazquez seconded by Beverly Berryman and carried 5-0 to approve minutes of the Regular meeting on October 15, 2019, the Special Meeting on October 16, 2019, and the Special Meeting on October 30, 2019.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Jeanette Vazquez, seconded by Aaruni Thakur, and carried 5-0 to approve the consent items. The Board commented on consent item #1b, and 1aa.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22B0004, N22C0025 through N22C0038, N22D0139 through N22D0203, N22E0049 through N22E0107, N22M0150 through N22M0182, N22R0444 through N22R0591, N22T0018 through N22T0021, N22V0064 through N22V0075, N22X0350 through N22X0363, N22Y0073 through N22Y0076, and N22Z0073 for the 2019/2020 school year.

- 1d. Approve/Ratify Nutrition Services purchase orders numbered 220199 through 220261 for the 2019/2020 school year.
- 1e. Approve/Ratify warrants numbered 124495 through 124942 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.
- 1g. Review Orange County Department of Education's Williams Settlement Legislation Report for 2018/2019 and 1st Quarter Report for 2019/2020.
- 1h. Approve/Ratify 2019/2020 Agreement #49156 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective November 1, 2019.
- 1i. Award a contract to Miracle Recreation Equipment Company, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-17-78-0006B, for the purchase of recreation equipment.
- 1j. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective October 7, 2019 through June 30, 2020.
- 1k. Approve Nonpublic Agency Master Contract between Fullerton School District and Brett Dinovi & Associates, LLC effective November 13, 2019 through June 30, 2020.
- 1l. Approve Independent Contractor Agreement between Fullerton School District and Danita Eshman for occupational therapy services effective November 13, 2019 through June 30, 2020.
- 1m. Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education and Orange County United Way from November 13, 2019 through August 31, 2020.
- 1n. Approve/Ratify Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2019/2020 school year.
- 1o. Approve Nonpublic School Master Contract between Fullerton School District and Summit View School dba STEM3 Academy OC effective November 13, 2019 through June 30, 2020.
- 1p. Approve Nonpublic Agency Master Contract between Fullerton School District and Western Youth Services effective November 13, 2019 through June 30, 2020.
- 1q. Approve/Ratify Agreement Number 48983 between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, effective July 1, 2019 through June 30, 2020, for Quality Rating Improvement System Implementation and Data Management for California State Preschool and Tuition-Based Preschool Programs.
- 1r. Approve/Ratify Addenda between Boys & Girls Club of Fullerton and City of Fullerton for contract cost adjustment for the 2019/2020 school year.
- 1s. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of rubber playground safety surface materials located at Woodcrest Elementary School.
- 1t. Approve/Ratify agreement with John R. Byerly Incorporated, to continue to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of Robert C. Fisler – School Improvements Project.
- 1u. Approve out-of-state conference attendance for Cotsen Mentor to attend the Teachers College Reading Institute, Columbia University, New York, January 26-29, 2020.
- 1v. Adopt resolutions numbered 19/20-B010 through 19/20-B011 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange

County Superintendent of Schools.

1w. Approve/Ratify Independent Contractor Agreement between Fullerton School District Nutrition Services and Nancy Wikes for services as Nutrition Specialist from November 1, 2019, through December 31, 2019.

1x. Approve Super Co-Op Annual Renewal of Services for the 2020/2021 school year.

1y. Approve Facility Use Agreement between Fullerton School District and University Conference Center, CSUF for the 2019/2020 school year.

1z. Approve/Ratify Addendum #2 to the Agreement between Fullerton School District and Advantage Communications for the Speech and Debate program for the 2019/2020 school year.

1aa. Ratify CSEA's appointment to the Personnel Commission.

Presentations

• High Reliability Schools- Dr. Julie Brandon (Principal at Fern Drive Elementary), Dr. Tracy Gyurina (Principal at Sunset Lane School), Rochelle Wolf (Principal at Woodcrest School) and Julienne Lee (Assistant Superintendent of Educational Services), presented an overview of High Reliability Schools (Levels 1-5)

• FSD Pre-School and Early Development Index- Marilee Cosgrove (Director of Child Development Services) presented information regarding Child Development Services and Early Learning Preschool. FSD serves 485 three and four-year-olds that include State funded preschool and tuition based preschool.

Discussion/Action Items:

2a. Approve Revision of Pupil Attendance Calendar for the 2020/2021 school year.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 4-1 (Trustee Sugarman opposed) to approve Revision of Pupil Attendance Calendar for the 2020/2021 school year.

2b. Approve/Ratify Memorandum of Understanding (MOU) on Playground Supervisors inclusion into the bargaining unit and collective bargaining agreement between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to Approve/Ratify Memorandum of Understanding (MOU) on Playground Supervisors inclusion into the bargaining unit and collective bargaining agreement between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

2c. Approve/Ratify Amended 2019/2020 Child Development State Preschool Contract effective July 1, 2019 through June 30, 2020.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to Approve/Ratify Amended 2019/2020 Child Development State Preschool Contract effective July 1, 2019 through June 30, 2020.

2d. Resolution #19/20-10 of the Board of Trustees of the Fullerton School District ordering a school bond election, and establishing specifications for an election order occurring on March 3, 2020.

The Board of Trustees was presented with the second reading of a resolution calling for a general obligation bond election on March 3, 2020. There were two changes made to the resolution 1) the word "Elementary" was added after the word Fullerton to read "Fullerton Elementary School District" and 2) the number of schools, "20" was added to the resolution. It was then moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to approve Resolution #19/20-10 of the Board of Trustees of the Fullerton School District ordering a school bond election, and establishing specifications for an election order occurring on March 3, 2020.

2e. Approve Revised Board Annual Goals.

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez, and carried 5-0 to approve Revised Board Annual Goals.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Vazquez requested information regarding FJUHSD Board of Trustees meeting dates and City of Fullerton Council meetings dates.

Trustee Vazquez requested information regarding agenda online for posting FSD Board of Trustee meetings.

Trustee Vazquez requested information regarding live streaming FSD Board of Trustee meetings; Trustee Thakur seconded the motion.

President Meyer adjourned the Regular meeting on November 12, 2019, at 8:04 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, December 10, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Call to Order, Pledge of Allegiance

5:30 p.m.- Recess to Closed Session – Agenda:

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Action Item: Organization of the Board of Trustees

Trustees will conduct their annual Organization for the calendar year 2020.

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting November 12, 2019

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify Purchase Orders numbered N22C0039, N22D0204 through N22D0247, N22E0098 through N22E0155, N22M0063 through N22M0182, N22R0385 through N22R0565, N22V0063, and N22X0020 through N22X0361 for the 2019/2020 school year
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 220262 through 220327 for the 2019/2020 school year.
- 1e. Approve/Ratify warrants numbered 124943 through 125479 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 13971 through 14031 for the 2019/2020 school year.
- 1g. Approve rejection of a claim against the Fullerton School District numbered: 1906509.
- 1h. Approve funding increase in the Agreement with Swing Education effective December 11, 2019.
- 1i. Approve 2019/2020 School Plan for Student Achievement (SPSA) and budgets for all school sites.
- 1j. Approve/Ratify Service Agreement between Learning Genie, Inc., and Fullerton School District for Software Application and Technical Support effective July 1, 2019 through June 30, 2020.
- 1k. Approve Agreement between Fullerton School District and YouthTruth to provide continued Customized Survey Services from November 2019 through June 2022.
- 1l. Approve Contract between Fullerton School District and San Joaquin County Office of Education Center for Educational Development to provide annual programming and maintenance of SEIS/SIS Integration components and services starting December 2019.
- 1m. Approve/Ratify Agreement between Fullerton School District and Momentum in Teaching to provide professional development for Writers Workshop training at Raymond School on December 2-3, 2019.
- 1n. Approve/Ratify warrant number 1126 for the 2019/2020 school year.
- 1o. Approve/Ratify warrant number 1209 for the 2019/2020 school year.
- 1p. Adopt resolutions numbered 19/20-B012 through 19/20-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1q. Approve Disclosure Compliance Officer Report for 2018/2019 for Community Facilities District 2000-1 (District 40, Van Daele) and for Community Facilities District 2001-1 (District 48 Amerige Heights).
- 1r. Approve the agreement for a DSA Project Inspector to Knowland Construction Services as part of the Board Approved Agreement between Fullerton School District and PFMG Solar, LLC/Constellation.
- 1s. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of sports field surfaces located at Golden Hill Elementary School.
- 1t. Approve additive change order #A for KYA Services, LLC, for the additional area clearing and site preparation of the grounds located at Valencia Park Elementary School.

1u. Approve agreement between Fullerton School District and Facilitron, Inc., for facilities management portal (work orders), effective January 1, 2020 through June 30, 2023.

1v. Rejection of the Bid No. FSD-19-20-MF-01 Transportation Department Modular Building.

1w. Approve/Ratify Classified Personnel Report.

1x. Approve/Ratify Addendum #1 to the Agreement between Fullerton School District and Return-to-Work Partners for consulting services effective June 1, 2019 – July 1, 2020.

1y. Approve Agreement between Fullerton School District and Heinemann to provide professional development for Beechwood and Acacia teachers on January 6, 2020.

1z. Approve/Ratify Contractor Agreement between the Fullerton School District Matrix Imaging Products, Inc. for the secure scanning and storage of student permanent record cards effective November 16, 2019.

Organizational Meeting of the Capital Facilities Corporation

The Board will adjourn to hold the Fullerton School District Capital Facilities Corporation organizational meeting.

Organizational Meeting of the Financing Authority

The Board will adjourn to hold the Fullerton School District Financing Authority organizational meeting and will reconvene immediately following this meeting.

Discussion/Action Items:

2a. Approve/Ratify Tentative Agreement (TA) between California School Employees Association, Chapter #130 (CSEA) and Fullerton School District for July 1, 2019 through June 30, 2020.

2b. Approve/Ratify the 2019/2020 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) effective July 1, 2019 through June 30, 2020.

2c. Approve fifth contract amendment of Board-approved Contract for District Superintendent.

2d. Approve amendments to Assistant Superintendents' contracts for 2019/2020.

2e. Approve/Ratify compensation adjustments for Fullerton School District's management group for the 2019/2020 school year, effective July 1, 2019 through June 30, 2020.

2f. Approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held in January 14, 2020 at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Koreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

FULLERTON SCHOOL DISTRICT

ACTION ITEM
ORGANIZATION OF THE BOARD OF TRUSTEES

DATE: December 10, 2019
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES FOR THE 2020 CALENDAR YEAR

Background: Education Code sections 35023, 35140, and 35143 and Board Bylaws 9121 and 9123 require the Board of Trustees to determine the following items at its Organizational Meeting for the 2019 calendar year: 1) elect a president, vice president, and clerk; 2) appoint the Superintendent as Secretary to the Board of Trustees; 3) establish its regular meeting dates, time, and place; 4) select a representative and an alternate to serve on the Orange County School Boards Association Political Action Committee; and 5) select a representative and an alternate for nominating candidates to the County Committee on School District Organization.

#1: President Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

Note: Newly elected President will assume responsibilities upon completion of election of Board President.

Vice President Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

Clerk Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

#2: Appoint Superintendent as Secretary

Motion by _____ seconded by _____
vote: yes ___ no ___ abs ___

#3: Approve the following Board meeting dates for 2020:
January 14, February 11, March 10, April 14, May 12, June 9 and 23,
July 28, August 11, September 8 and 22, October 13, November 10, and
December 15.

Motion by _____ seconded by _____
vote: yes ___ no ___ abs ___

#4: Representative for OCSBA Political Action Committee for 2019 was Hilda Sugarman. Alternate for 2019 was Janny Meyer.

Representative for year 2020:

Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

Alternate for 2020:

Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

#5: Representative for County Committee on School District Organization for 2019 was Aaruni Thakur. Alternate for 2019 was Jeanette Vazquez.

Representative for 2020:

Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

Alternate for 2020:

Nominee _____ motion by _____
seconded by _____ vote: yes ___ no ___ abs ___

Rationale:

Governor Brown signed Assembly Bill 2449, which took effect on January 1, 2019. It changes the dated elected governing board members take office from the first Friday in December to the second Friday in December. The organization period date for 2020 is December 11-December 25, 2020.

Funding:

Not applicable.

Recommendation:

Not applicable.

RP:cs

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects paid leave of absence(s), rehire(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON DECEMBER 10, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Bradley Castro	Jennifer	Certificated Personnel	Substitute Teacher	New Hire		11/15/19
	Bustos	Nicole	Certificated Personnel	Substitute Teacher	New Hire		11/15/19
	Butler	Rachael	Certificated Personnel	Substitute Teacher	New Hire		11/18/19
524	Choe	Grace	Raymond	Focus Teacher	New Hire	Class I, Step 1	11/18/19
	De Ghetto	Bryley	Certificated Personnel	Substitute Teacher	New Hire		11/15/19
	Friesen	Lisa	Certificated Personnel	Substitute Teacher	New Hire		11/18/19
	Hwang	Kimberly	Certificated Personnel	Substitute Teacher	New Hire		11/7/19
	Jeong	Grace	Certificated Personnel	Substitute Teacher	New Hire		11/14/19
	Pak	Geena	Certificated Personnel	Substitute Teacher	New Hire		11/18/19
	Park	Joel	Certificated Personnel	Substitute Teacher	New Hire		11/22/19
	Perez	Beverly	Certificated Personnel	Substitute Teacher	New Hire		11/15/19
	Stubblefield	Amy	Certificated Personnel	Substitute Teacher	New Hire		11/19/19
	Trujillo	Marissa	Certificated Personnel	Substitute Teacher	New Hire		11/21/19
	Vatani	Melissa	Certificated Personnel	Substitute Teacher	New Hire		11/15/19
	Wagenet	Cara	Certificated Personnel	Substitute Teacher	New Hire		11/20/19
2460			Valencia Park	Teacher	Paid Leave of Absence		11/29/19
619	Leyva	Stormy	Ladera Vista	Intern Eligible	Rehire	Class IV, Step 1	12/2/19
	Crowley	Kelley	Ladera Vista	Teacher	Retirement		12/20/19

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on December 10, 2019.

Clerk/Secretary

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: December 10, 2019

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Beechwood	Derek Baginski (Break Through Sports)	Community Partner(s)	Monetary Donation	Misc. Supplies/P.E. Account	\$300.00
Commonwealth	Commonwealth PTA	Community Partner(s)	Monetary Donation	6th grade outdoor science camp	\$350.00
District Office	Trader Joe's	Community Partner(s)	100 shopping paper bags	Donation	
District Office/Visual & Performing Arts	McCoy Mills Ford	Community Partner(s)	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Fern Drive	Fern Drive Techknowledgey Foundation	Parent(s)	Monetary Donation	iPads	\$434.40
Fern Drive	Fern Drive Techknowledgey Foundation	Parent(s)	Monetary Donation	ASP - Cooking Class Supplies/Teacher	\$640.00
Fern Drive	Shoparoo/MarketTrack	Community Partner(s)	Monetary Donation	School/classroom supplies	\$894.08
Golden Hill	Fullerton Cares	Community Partner(s)	4 iMac Computers	Donation for Autism class	
Hermosa Drive	Hermosa Drive PTA	PTA	Monetary Donation	6th grade Outdoor Camp	\$2,450.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary Donation	Donation to school - STEAM Conference and substitutes	\$5,334.00
Laguna Road	YourCause, LLC	Community Partner(s)	Monetary Donation	ASB OSS Donation	\$200.00
Parks	HyeJeong Huh	Parent(s)	Monetary Donation	Girls Soccer Donation	\$100.00
Parks	Lisa Coen	Parent(s)	Monetary Donation	Girls Soccer Donation	\$100.00
Parks	Your Cause, LLC	Community Partner(s)	Monetary Donation	Schoolwide donation	\$50.00
Richman	RSM U.S. Foundation	Community Partner(s)	Monetary Donation	Books for classroom library	\$500.00
Rolling Hills	Market Track (Shoparoo)	Community Partner(s)	Monetary Donation	School donation	\$52.31
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	6th grade camp donation	\$3,000.00
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	Special Ed, Fine Arts, and 6th grade camp	\$17,000.00
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	Activities and supplies for students	\$20,000.00
Woodcrest	Fullerton Education Foundation	Community Partner(s)	Monetary Donation	4th grade classrooms	\$1,000.00

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0039, N22D0204 THROUGH N22D0247, N22E0098 THROUGH N22E0155, N22M0063 THROUGH N22M0182, N22R0385 THROUGH N22R0565, N22V0063, AND N22X0020 THROUGH N22X0361 FOR THE 2019/2020 SCHOOL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0039, N22D0204 through N22D0247, N22E0098 through N22E0155, N22M0063 through N22M0182, N22R0385 through N22R0565, N22V0063, and N22X0020 through N22X0361 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0039	ORANGE CNTY DEPARTMENT OF EDUC	120.00	120.00	0130216101 5210	LCFF SupplementalInstr Hermosa / Conferences and
N22D0204	SCHOLASTIC BOOK FAIRS	4,489.61	4,489.61	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22D0205	MARZANO RESOURCES LLC	1,263.05	1,263.05	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0206	KBI AND ASSOCIATES	518.50	518.50	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0207	GOPHER SPORT	712.32	712.32	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Ins
N22D0208	IXL MEMBERSHIP SERVICES	1,488.00	1,488.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22D0209	OFFICE DEPOT BUSINESS SERVICE	6.56	6.56	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplie
N22D0210	CALIFORNIA WEEKLY EXPLORER INC	1,125.00	1,125.00	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Suppli
N22D0211	BOOKSOURCE, THE	86.20	86.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0212	HOUGHTON MIFFLIN COMPANY	2,375.00	2,375.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Ins
N22D0213	GOPHER SPORT	456.29	456.29	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22D0214	EDUCATION PRODUCTS AND SERVICE	1,469.91	879.98 589.93	0130418109 4310 0130418109 6410	LCFF Base Instr Laguna Road / Materials and Supplies LCFF Base Instr Laguna Road / New Equip Less Than
N22D0215	AMERICAN MATHEMATICS COMPETITI	173.00	173.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies In
N22D0216	CROWN AWARDS	1,098.79	1,098.79	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
N22D0217	WHITE RHINO PROMOTIONAL SOLUTI	389.20	389.20	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies In
N22D0218	HEINEMANN PUBLISHING	141.18	141.18	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0219	WATCH DOGS USA INCORPORATED	219.74	219.74	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Ins
N22D0220	DEMCO INC	112.65	112.65	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Ins
N22D0221	HEINEMANN PUBLISHING	127.00	127.00	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Ir
N22D0222	EAGLE COMMUNICATIONS	859.29	859.29	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
N22D0223	EAGLE COMMUNICATIONS	84.11	84.11	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0224	IMAGINAVI INC	694.46	694.46	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22D0225	DEMCO INC	152.32	152.32	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Ir

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0226	ROBOT MESH	430.83	430.83	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Ins
N22D0227	PBIS REWARDS	2,309.00	2,309.00	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Suppli
N22D0228	STUDIES WEEKLY INC	513.97	513.97	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies In:
N22D0229	IXL MEMBERSHIP SERVICES	359.00	359.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies In:
N22D0230	IXL MEMBERSHIP SERVICES	359.00	359.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies In:
N22D0231	IXL MEMBERSHIP SERVICES	359.00	359.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies In:
N22D0232	IXL MEMBERSHIP SERVICES	5,600.00	5,600.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22D0233	CDW.G	36.37	36.37	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Ins
N22D0234	GOPHER SPORT	478.98	478.98	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies In:
N22D0235	EAGLE COMMUNICATIONS	879.29	879.29	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22D0236	BRIAN KENYON ART STUDIO INC	2,690.36	2,690.36	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22D0237	ROBOT MESH	1,218.15	1,218.15	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Ins
N22D0238	SCHOOL OUTFITTERS	1,204.65	1,204.65	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplie
N22D0239	EAGLE COMMUNICATIONS	289.76	289.76	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0240	SUPPLY MASTER	342.65	342.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0241	BUENA PARK PLAQUE AND TROPHY	103.38	103.38	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Ins
N22D0242	EAGLE COMMUNICATIONS	567.53	567.53	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplie
N22D0243	PEARSON ASSESSMENT INC	43.10	43.10	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protoc
N22D0244	DRESMANN PROMOTIONAL	796.62	796.62	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22D0245	COMPLETE BUSINESS SYSTEMS	1,464.32	1,464.32	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0246	SCHOOL HEALTH CORPORATION	157.04	157.04	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22D0247	KBI AND ASSOCIATES	415.48	415.48	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22E0098	COLLINS, BREANNA	38.93	38.93	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
N22E0108	GREEN, TERESA	142.83	142.83	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0109	GUPPY, STEPHANIE	333.24	333.24	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies In
N22E0110	SANCHEZ, VANESSA	424.00	424.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies In
N22E0111	BEECHER, LINDA	117.04	117.04	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
N22E0112	GUPPY, STEPHANIE	129.47	129.47	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies In
N22E0113	KOJIMA, DEBRA	181.36	181.36	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0114	COCKERILL, HEIDI ANN	154.37	154.37	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0115	LAFONT, ANNE	306.18	306.18	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0116	CARRILLO, DANIELLE	35.04	35.04	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0117	KOSKI, BRITTNEY	1,281.67	1,281.67	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0118	ALCARAZ, NATALIE	69.08	69.08	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22E0119	GOMEZ, CHRISTINA	17.32	17.32	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
N22E0120	CHOW, PAM	15.36	15.36	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22E0121	OLSEN, STEPHANIE	77.40	77.40	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0122	OLSEN, STEPHANIE	156.19	156.19	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0123	KHALILI, SOROUR	136.73	136.73	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Ins
N22E0124	O'CONNELL, REBECCA	127.16	127.16	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Inst
N22E0125	CONTRERAS, JASEL	40.88	40.88	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Inst
N22E0126	DELVA, JAMES	305.31	305.31	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies In
N22E0127	CENTENO, CRISTINA	37.03	37.03	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22E0128	GRAHAM, JULIE	181.82	181.82	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Ins
N22E0129	MARTINEZ, SYLVIA	46.44	46.44	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies In
N22E0130	GARCIA, DIANA	214.90	214.90	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
N22E0131	DUQUE, YASMIN	105.44	105.44	0153750799 4350	Business Administration DC / Materials and Supplies
N22E0132	ANDERSSON, ANNICA	91.88	91.88	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0133	NGUYEN, LAN	104.20	104.20	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies In
N22E0134	LAFONT, ANNE	1,389.45	1,389.45	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0135	ROWE, CYNTHIA	308.74	308.74	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0136	VALENZUELA, NATALIE	8.97	8.97	0111619101 4310	Donation Instruction Maple / Materials and Supplies Inst
N22E0137	SEIBERT, SANDRA	9.47	9.47	0111619101 4310	Donation Instruction Maple / Materials and Supplies Inst
N22E0138	LAFONT, ANNE	152.82	152.82	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0139	STOUT, ROSALIE	21.52	21.52	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
N22E0140	ANDERSSON, ANNICA	40.46	40.46	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0141	LEES, AMY	220.20	220.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0142	GIVEN, STEPHANIE	47.20	47.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0143	KOJIMA, DEBRA	244.54	244.54	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0144	ALDRIDGE, SYLVIA	178.45	178.45	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Inst
N22E0145	DEMAIO, DANIELLE	76.50	76.50	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies 1
N22E0146	WEATROWSKI, REBECCA	273.46	273.46	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Inst
N22E0147	PASTRANA, MELANIE	10.76	10.76	1231019271 4350	Preschool Administration / Materials and Supplies Office
N22E0148	RUIZ, TANIA	85.00	85.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0149	CHAVEZ, YASMINE	98.81	98.81	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22E0150	COCKERILL, HEIDI ANN	28.46	28.46	0138952101 4310	Low Performing Student Instr / Materials and Supplies Ir
N22E0151	MACHADO, LESLEY	10.33	10.33	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0152	SEIBERT, SANDRA	35.90	35.90	0111619101 4310	Donation Instruction Maple / Materials and Supplies Inst
N22E0153	TOVAR, KARINA	10.00	10.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Inst
N22E0154	COSGROVE, MARILEE	44.98	44.98	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Inst
N22E0155	SEIBERT, SANDRA	67.81	28.90	0111619101 4310	Donation Instruction Maple / Materials and Supplies Inst
			23.82	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0063	MOBILE MODULAR PORTABLE	596.40	+596.40	2568150859 5630	Amerige Hts New Dev Facilities / Rents and Leases
			-469.14	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
N22M0144	SIGN A RAMA	2,728.14	+1,952.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Buil
N22M0182	KYA SERVICES LLC	14,393.45	-232.19	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
			+14,393.45	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Buil
N22R0385	ROTARY CLUB OF FULLERTON	2,300.00	+500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0565	CDW.G	383.68	+383.68	0153150759 4350	Warehouse DC / Materials and Supplies Office
			-452.25	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22V0063	DICK BLICK ART MATERIALS	2,802.38	-2,978.65	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			+2,527.20	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22X0020	COSTCO WHOLESALE	1,700.00	+1,000.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22X0053	SMART AND FINAL STORES CORPORA	1,000.00	+500.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22X0055	SOUTHWEST SCHOOL AND OFFICE SU	20,000.00	+5,000.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
			+5,000.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22X0207	ADVANTAGE COMMUNICATIONS INC	258,000.00	+18,000.00	0130252101 5805	LCFF Suppl Instr District / Consultants
N22X0274	IMPERIAL BAND INSTRUMENTS	1,900.00	+400.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22X0361	TAQUERIA DE ANDA	15,000.00	+5,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
	Fund 01 Total:		50,993.24		
	Fund 25 Total:		127.26		
	Total Amount of Change Orders:		51,120.50		

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PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

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PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

12/10/2019

FROM 10/25/2019 TO 11/22/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0393	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies In
N22R0533	LA HABRA HIGH SCHOOL	540.00	540.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0534	LA HABRA HIGH SCHOOL	515.00	515.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0575	GANDER PUBLISHING	2,000.09	2,000.09	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplie
N22R0603	ORANGE CNTY DEPARTMENT OF	2,400.00	2,400.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Service:
N22R0667	SOUTHERN CALIFORNIA NEWS GROUP	1,330.00	1,330.00	0152757789 5900	Administrative Assistant DC / Communications
N22X0228	ARMSTRONG, NEDA MAE	1,250.00	1,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0316	LAUNCHPAD THERAPY FOR KIDS, TH	5,000.00	5,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
P22ER105	LUSTER LEARNING INSTITUTE, NFP	457.94	457.94	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
P22ER107	PAUL'S COMMERCIAL BUS TRAINING	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
Fund 01 Total:		16,378.03			
Total Amount of Purchase Orders:		16,378.03			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 12/10/2019

The following Purchase Orders were printed out of sequence last reporting period and appear within this period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22E0098	Collins, Breanna	\$ 38.93	\$ 38.93	01116241014310	Donation Instruction Raymond/Materials and Supplies Instruction
N22R0544	Therapro	\$247.28	\$247.28	01505541014315	APE Autism OT Vision Instr/Materials Test Kits Protocols

Purchase order number **N22S0006** did not appear on the Detail Report. It was never processed or canceled.

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220262 THROUGH 220327 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated October 25, 2019 through November 22, 2019 contains purchase orders numbered 220262 through 220327 for the 2019/2020 school year totaling \$612,772.32. Purchase order numbers 220266 and 220279 were voided.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220262 through 220327 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 10/25/2019 and 11/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Nancy Wikes	220313	11/14/2019	11/14/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Ontario Conv. Ctr., Parking Inv. dtd 11/8/19	\$10.0000	\$10.00	
1	ea	1	Ontario Conv. Ctr., Parking Inv. dtd 11/9/19	\$10.0000	\$10.00	
124	mi	1	Mileage Expense	\$0.5800	\$71.92	
Sales Tax:						\$0.00
P.O. Total:						\$91.92
Vendor Total:						\$4,821.92

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Juan Gallardo	220320	11/19/2019	11/19/2019		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Wash and detail, Suburban SUV	\$25.0000	\$25.00	
1	ea	1	Wash and detail, Ford Mini Van	\$25.0000	\$25.00	
1	ea	1	Wash and detail, Ford Focus	\$20.0000	\$20.00	
4	ea	1	Wash and detail, Transport Trucks	\$40.0000	\$160.00	
Sales Tax:						\$0.00
P.O. Total:						\$230.00
Vendor Total:						\$230.00

GRAND TOTAL
(NET OF OPEN P.O.'S) \$527,772.32

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 10/25/2019 and 11/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220270	10/30/2019	11/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2710	\$2,710.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2142	\$6,426.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1959	\$13,713.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
90	ea	13040	Lowfat Milk, 1% Eco 1/2 PT	\$0.2242	\$20.18	
30	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$3.45	
Sales Tax:						\$0.00
P.O. Total:						\$34,260.13
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220271	10/30/2019	11/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.4700	\$44.10	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.8500	\$44.25	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4594	\$14.59	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5145	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5483	\$12.74	
2	ea	50490	Sour Cream, 5#	\$6.8575	\$13.71	
4	each	10090	Butter, 1# 1/4's #55040	\$3.6048	\$14.42	
2	ea	60520	Cream Cheese, 3#	\$8.8500	\$17.70	
1	ea	68110	Cheese Crumble, Bleu 5#	\$23.2014	\$23.20	
8	ea	71702	Whip Cream, RW Real 15oz Can	\$3.5517	\$28.41	
Sales Tax:						\$0.00
P.O. Total:						\$971.44
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220272	10/30/2019	11/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2710	\$1,355.00	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2142	\$1,071.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1959	\$2,938.50	
10	CS	45876	Soy Milk, Vanilla 18/8oz (CACFP)	\$14.0000	\$140.00	
19	CS	52101	Yogurt, Strawberry/Banana 48/4oz (CACFP)	\$10.6800	\$202.92	
Sales Tax:						\$0.00
P.O. Total:						\$5,707.42
Vendor Total:						\$40,938.99

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
So. CA School Nutrition Assoc.	220315	11/19/2019	11/19/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration for Students/Interns	\$50.0000	\$50.00	
2	ea	1	On-site Fees for Non-Members	\$75.0000	\$150.00	
Sales Tax:						\$0.00
P.O. Total:						\$200.00

Purchase Orders - Detail

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Fullerton School District

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Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$200.00

Hubert Company

220301 11/8/2019 11/8/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2	ea	#72163	Straight Mini Cook's Knife 5"L Black	\$26.4900	\$52.98
12	ea	#80553	Disher, Color-Coded, Ivory 3 3/4, Size10	\$7.8900	\$94.68
24	ea	#36436	Cover, Polycarbonate	\$4.1900	\$100.56

Sales Tax: \$19.24

P.O. Total: \$267.46

Vendor Total: \$267.46

Shelly Bode

220312 11/14/2019 11/14/2019

5220

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	lot	1	Stater Bros., Invoice dated 11/13/19	\$25.8700	\$25.87

Sales Tax: \$0.00

P.O. Total: \$25.87

Vendor Total: \$25.87

Le Chef Bakery

220290 11/7/2019 11/8/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
12	case	10001	Bagel, Assrtd #BBGASST-BS-24TS 24/1.5oz./cs	\$9.8000	\$117.60
6	case	10022	Brownie, Chocolate BN023-24 24 ct.	\$15.6200	\$93.72
4	case	10035	Danish, MiniRound Asst. 1.25oz/36	\$16.9200	\$67.68

Sales Tax: \$0.00

P.O. Total: \$279.00

Vendor Total: \$279.00

Fullerton School District

220274 10/31/2019 10/31/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Estimated Payroll per October Bitech Report	200,000.0000	\$200,000.00
1	ea	2	Estimated Dist. Exp. per October Bitech Rprt	\$20,000.0000	\$20,000.00

Sales Tax: \$0.00

P.O. Total: \$220,000.00

Fullerton School District

220275 10/31/2019 11/30/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Estimated Payroll per November Bitech Report	200,000.0000	\$200,000.00
1	ea	2	Estimated Dist. Exp. per November Bitech Rpt	\$20,000.0000	\$20,000.00

Sales Tax: \$0.00

P.O. Total: \$220,000.00

Vendor Total: \$440,000.00

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220264	10/28/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$231.30	
36	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz	\$31.8100	\$1,145.16	
20	cs	4341	Dressing, Ranch Light GS#300050 4/1gal	\$36.6000	\$732.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,108.46
Gold Star Foods Inc.	220265	10/28/2019	11/12/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	30348	Biscuit, Honey WW 105/cs GS#133905	\$16.7100	\$83.55	
					Sales Tax:	\$0.00
					P.O. Total:	\$83.55
Gold Star Foods Inc.	220267	10/28/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
50	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$3,438.50	
20	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$39.5900	\$791.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,230.30
Gold Star Foods Inc.	220276	11/1/2019	11/12/2019	11/12/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
120	case	8301	Juice, Paradise Punch, GS#248611 6.75oz 40/cs	\$11.9300	\$1,431.60	
2	case	57201	Pork, TexasWstrn GS#405721 4/5#/case	\$39.0000	\$78.00	
5	case	30348	Biscuit, Honey WW 105/cs GS#133905	\$16.7100	\$83.55	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,593.15
Gold Star Foods Inc.	220277	11/1/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$137.54	
					Sales Tax:	\$0.00
					P.O. Total:	\$137.54
Gold Star Foods Inc.	220278	11/1/2019	11/12/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.	\$52.4400	\$262.20	
6	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$412.62	
					Sales Tax:	\$0.00
					P.O. Total:	\$674.82
Gold Star Foods Inc.	220282	11/5/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$31.5400	\$63.08	
					Sales Tax:	\$0.00
					P.O. Total:	\$63.08
Gold Star Foods Inc.	220284	11/5/2019	11/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.9400	\$321.10	
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220285	11/5/2019	11/12/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$840.96	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220285	11/5/2019	11/12/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$23.3600	\$1,261.44
					Sales Tax:	\$0.00
					P.O. Total:	\$2,102.40
Gold Star Foods Inc.	220286	11/6/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$594.58
					Sales Tax:	\$0.00
					P.O. Total:	\$594.58
Gold Star Foods Inc.	220287	11/6/2019	11/12/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$221.12
30	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz		\$52.1500	\$1,564.50
					Sales Tax:	\$0.00
					P.O. Total:	\$1,785.62
Gold Star Foods Inc.	220288	11/6/2019	11/6/2019	11/22/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	sack	4020	Salt, 25lb GS#210379 Tru-Flow		\$5.5200	\$11.04
40	case	4328	Sauce, BBQ,GS#405469, R/G#REDOA1Z 250/cs		\$24.5200	\$980.80
					Sales Tax:	\$0.00
					P.O. Total:	\$991.84
Gold Star Foods Inc.	220291	11/7/2019	11/12/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220298	11/8/2019	11/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
120	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs		\$10.4700	\$1,256.40
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$39.1400	\$2,739.80
8	case	30009	Hot Dog, GS#140300 Beef 8/1, Hoffy 80/cs		\$32.8200	\$262.56
16	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs		\$46.6100	\$745.76
21	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs		\$79.4700	\$1,668.87
					Sales Tax:	\$0.00
					P.O. Total:	\$6,673.39
Gold Star Foods Inc.	220303	11/12/2019	12/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$40.3200	\$604.80
24	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.		\$30.2900	\$726.96
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$39.7200	\$993.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,324.76
Gold Star Foods Inc.	220304	11/12/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
26	case	30327	French Toast Stick, IW GS#113685 88/cs		\$43.2900	\$1,125.54
					Sales Tax:	\$0.00
					P.O. Total:	\$1,125.54

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220305	11/12/2019	12/17/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
32	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$30.2900	\$969.28
					Sales Tax:	\$0.00
					P.O. Total:	\$969.28
Gold Star Foods Inc.	220306	11/12/2019	12/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
80	case	30219	Chicken Patty, Hot&Spicy WG GS#141059 106/cs		\$32.3500	\$2,588.00
28	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,189.16
14	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs		\$60.8400	\$851.76
					Sales Tax:	\$0.00
					P.O. Total:	\$4,628.92
Gold Star Foods Inc.	220307	11/12/2019	12/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	cs	1	Cinnamon Swirl 51% WW GS#134544 72/2oz.		\$26.4100	\$792.30
					Sales Tax:	\$0.00
					P.O. Total:	\$792.30
Gold Star Foods Inc.	220310	11/14/2019	11/19/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
57	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$40.3200	\$2,298.24
8	case	4243	Sauce, Marinara, 250/1oz cup GS#401764		\$28.2800	\$226.24
35	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$2,023.70
4	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984		\$62.7500	\$251.00
					Sales Tax:	\$0.00
					P.O. Total:	\$4,799.18
Gold Star Foods Inc.	220316	11/19/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.		\$15.3500	\$92.10
5	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.		\$9.2100	\$46.05
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs		\$13.6400	\$818.40
4	case	30107	Cream Cheese, Cup 100/1oz GS#300211		\$16.2500	\$65.00
3	case	11076	Juice, Lemon GS# 200550 4/1 gal.		\$37.1800	\$111.54
3	case	30108	Cheese, Shred Parmes GS#303495 6/5#/case		\$49.5500	\$148.65
4	EA	4015	Paprika,GS#202072 Pacific Spice 1#		\$5.2700	\$21.08
1	ea	4038	Garlic, Dried, Minced GS#209688 24oz.		\$6.1200	\$6.12
10	case	4427	Tahini Paste 12/16oz GS#203368		\$49.4600	\$494.60
					Sales Tax:	\$0.00
					P.O. Total:	\$1,803.54
Gold Star Foods Inc.	220318	11/19/2019	11/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
11	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$256.96
9	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$157.23
7	case	12003	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$241.78
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$44.0400	\$176.16
					Sales Tax:	\$0.00
					P.O. Total:	\$832.13
Gold Star Foods Inc.	220319	11/19/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$126.1800	\$504.72
96	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$7.9000	\$758.40

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220319	11/19/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
				Sales Tax:		\$0.00
				P.O. Total:		\$1,263.12
Gold Star Foods Inc.	220321	11/19/2019	12/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs			\$75.1300 \$1,502.60
8	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs			\$126.1800 \$1,009.44
4	case	12201	Sunbutter Cup, GS#208125 200/cs			\$58.3500 \$233.40
96	case	11125	Juice, Paradise Punch 4.23oz GS#240288			\$7.9000 \$758.40
				Sales Tax:		\$0.00
				P.O. Total:		\$3,503.84
Gold Star Foods Inc.	220322	11/19/2019	12/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
36	case	59049	Pull Aparts, IW GS#406666 108/cs			\$63.5800 \$2,288.88
8	case	4243	Sauce, Marinara, 250/1oz cup GS#401764			\$28.2800 \$226.24
21	case	8006	Shell Taco,6" GS#203043 200ct			\$22.3900 \$470.19
68	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case			\$31.5400 \$2,144.72
32	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case			\$46.2600 \$1,480.32
25	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#			\$18.0200 \$450.50
84	case	56044	Spaghetti, Beef GS#401074 6/5# JTM			\$36.0800 \$3,030.72
15	case	30326	Breadstick, Garlic GS#134819 320/case			\$36.2900 \$544.35
				Sales Tax:		\$0.00
				P.O. Total:		\$10,635.92
Gold Star Foods Inc.	220323	11/19/2019	12/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
56	cs	1	Garbanzo Beans 6/#10 GS#208270			\$30.1800 \$1,690.08
				Sales Tax:		\$0.00
				P.O. Total:		\$1,690.08
Gold Star Foods Inc.	220324	11/19/2019	12/3/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
3	cs	1	Mild Salsa 6/#10 GS#401440			\$32.2600 \$96.78
				Sales Tax:		\$0.00
				P.O. Total:		\$96.78
Gold Star Foods Inc.	220325	11/20/2019	12/10/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
5	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case			\$46.2600 \$231.30
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W			\$71.5800 \$4,294.80
				Sales Tax:		\$0.00
				P.O. Total:		\$4,526.10
Gold Star Foods Inc.	220326	11/20/2019	12/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
5	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct			\$43.2400 \$216.20
				Sales Tax:		\$0.00
				P.O. Total:		\$216.20
Vendor Total:						\$60,888.62

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 10/25/2019 and 11/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220263	10/28/2019	10/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$202.00
Sales Tax:						\$15.66
P.O. Total:						\$217.66
P & R Paper Supply Company, Inc.	220268	10/28/2019	11/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
12	case	80010	Gloves,Disp Latex (M)#NET-754432 10 /100/case		\$32.0500	\$384.60
6	case	80009	Glove,Disp. Latex (SM)#NET-754430 10/100/case		\$32.0500	\$192.30
1	case	80006	Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs		\$34.5000	\$34.50
1	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT		\$31.7500	\$31.75
3	case	84312	Cup 10oz styro DRT-10J10 1000/case		\$27.0000	\$81.00
5	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$199.50
Sales Tax:						\$65.30
P.O. Total:						\$988.95
P & R Paper Supply Company, Inc.	220269	10/28/2019	11/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	84314	Cup, 7 oz Clear FINE LINE 407 20/25/cs		\$41.6600	\$249.96
1	case	80101	Coffee Filters, Bunn 20115 4/250		\$8.1400	\$8.14
Sales Tax:						\$0.63
P.O. Total:						\$258.73
P & R Paper Supply Company, Inc.	220280	11/1/2019	11/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	84306	Cup, #SOL-TP16D 16oz Clear Soft 20/50/case		\$91.8800	\$459.40
6	case	85011	Bowl, Clear 24-oz SABEKT 12024T300 252/case		\$58.5500	\$351.30
2	case	81027	Bag Chsburg-foilw/pic Papercohi 300529 1M/case		\$27.5500	\$55.10
9	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS		\$49.8500	\$448.65
Sales Tax:						\$0.00
P.O. Total:						\$1,314.45
P & R Paper Supply Company, Inc.	220289	11/6/2019	11/6/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	cs	1	Cup, 9oz Clear Squat, 1M/cs EES-PTC09-D92		\$26.9500	\$134.75
5	cs	1	Lid, No Straw Slot, SOL-662TP		\$18.9500	\$94.75
Sales Tax:						\$0.00
P.O. Total:						\$229.50
P & R Paper Supply Company, Inc.	220292	11/7/2019	11/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	84809	Lid, Dome Clear SABEKT 52032T300 252/case		\$54.0400	\$324.24
Sales Tax:						\$0.00
P.O. Total:						\$324.24
P & R Paper Supply Company, Inc.	220293	11/7/2019	11/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	86207	Tray, 2 Pocket Hambrgr, PAR-21957 Black 1M/cs		\$86.3900	\$863.90
10	case	84802	Lid, Dome PAR-21939 Clear - Harmburger Try 1000/cs		\$72.0500	\$720.50
7	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$279.30
Sales Tax:						\$21.65
P.O. Total:						\$1,885.35
P & R Paper Supply Company, Inc.	220299	11/8/2019	11/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	82001	Forks,Clear Plastic HeavyDuty NTR-6870 1000/cs		\$14.8500	\$44.55

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 10/25/2019 and 11/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220299	11/8/2019	11/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	82201	Spoon, Clear Plstc HD NTR-6872 1000/case		\$14.8500	\$14.85
				Sales Tax:		\$0.00
				P.O. Total:		\$59.40
P & R Paper Supply Company, Inc.	220300	11/8/2019	11/20/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	84806	Lid, Clear Slot SOL-626TS 16-24 oz,1M/cs		\$29.6200	\$148.10
3	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280		\$12.6000	\$37.80
6	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs		\$16.2500	\$97.50
				Sales Tax:		\$10.49
				P.O. Total:		\$293.89
P & R Paper Supply Company, Inc.	220317	11/19/2019	12/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs		\$16.2500	\$130.00
6	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$27.5500	\$165.30
				Sales Tax:		\$10.08
				P.O. Total:		\$305.38
				Vendor Total:		\$5,877.55
Action Sales	220314	11/18/2019	11/18/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Blixer - Robot Coupe		\$3,543.0000	\$3,543.00
1	ea	2	Delivery		\$40.0000	\$40.00
				Sales Tax:		\$277.68
				P.O. Total:		\$3,860.68
				Vendor Total:		\$3,860.68
ProGuard Service and Solutions	220283	11/5/2019	11/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	70023	Rinse Additive Low Temp 5gal #8000409		\$109.8400	\$329.52
3	case	70035	Sanitizer Low Temp 5 gal., #8000016		\$36.8800	\$110.64
2	each	70030	Detergent, Laundry Surfact 5gal #8000081		\$116.8800	\$233.76
				Sales Tax:		\$52.23
				P.O. Total:		\$726.15
				Vendor Total:		\$726.15
Crown Lift Trucks	220311	11/14/2019	11/14/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Tire ASM Poly 13x5.5x9.5		\$238.5000	\$238.50
1	ea	2	Tire Disposable Fee		\$10.5000	\$10.50
1	ea	3	Wheel Caster ASM		\$102.7000	\$102.70
1.5	hr	4	Labor - Regular Time		\$159.0000	\$238.50
				Sales Tax:		\$0.00
				P.O. Total:		\$590.20

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 10/25/2019 and 11/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$590.20
U.S. Foodservice, Inc.	220295	11/8/2019	11/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	10175	Chicken Breast, Grilled USF#8867665 2/5 LB/cs	\$36.0400	\$720.80	
Sales Tax:						\$0.00
P.O. Total:						\$720.80
U.S. Foodservice, Inc.	220296	11/8/2019	11/13/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	70103	Scrubbers, Mono, Green #2949105 20 each	\$8.9200	\$26.76	
2	case	70104	Sponge w/ Scrbr Nyl #9522350 20/cs	\$22.1200	\$44.24	
Sales Tax:						\$5.50
P.O. Total:						\$76.50
Vendor Total:						\$797.30
Melody Reynolds	220262	10/25/2019	10/25/2019		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Walmart, Invoice dated 10/20/19	\$18.4800	\$18.48	
1	lot	1	Walmart, Invoice dated 10/20/19	\$40.0400	\$40.04	
Sales Tax:						\$0.00
P.O. Total:						\$58.52
Vendor Total:						\$58.52
Refrigeration Control Company, Inc.	220281	11/4/2019	11/4/2019		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	hr	Labor	Prevailing Wage	\$162.0000	\$972.00	
1	ea	Service	Regular Service Charge	\$30.0000	\$30.00	
1	ea	Motor	Ts50 Tim 01127 Dual Temp, Reversible1550RPM	\$135.0000	\$135.00	
1	ea	Misc Stock	Electrical	\$30.0000	\$30.00	
Sales Tax:						\$12.79
P.O. Total:						\$1,179.79
Refrigeration Control Company, Inc.	220302	11/12/2019	11/12/2019		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	Coil	Evaporator Coil	\$2,400.0000	\$2,400.00	
1	ea	SO - RSD Val	Expansion Valve	\$240.0000	\$240.00	
1	ea	RO - RSD Val	Solenoid Valve	\$240.0000	\$240.00	
1	ea	RO - Thermost	Thermostat (KE2)	\$260.0000	\$260.00	
1	ea	SS Drier	Drier	\$60.0000	\$60.00	
1	ea	TS Misc. Stock	Braze	\$30.0000	\$30.00	
3	ea	TS Refrigerant	Refrigerant	\$25.0000	\$75.00	
1	ea	TS Misc Stock	Electrical/ Hardware	\$80.0000	\$80.00	
1	ea	TS Other	Recovery Limited 1-10	\$40.0000	\$40.00	
1	ea	Service	Regular Service Charge	\$30.0000	\$30.00	
20	hr	Labor	Prevailing Wage	\$162.0000	\$3,240.00	
Sales Tax:						\$262.34
P.O. Total:						\$6,957.34

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 10/25/2019 and 11/22/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	220327	11/22/2019	11/22/2019			5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Service call to repair freezer		\$300.0000	\$300.00	
					Sales Tax:	\$0.00	
					P.O. Total:	\$300.00	
					Vendor Total:	\$8,437.13	
Dan's Thermal Services	220273	10/31/2019	10/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Repair Freezer (est.)		\$300.0000	\$300.00	
					Sales Tax:	\$0.00	
					P.O. Total:	\$300.00	
Dan's Thermal Services	220294	11/7/2019	11/7/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Estimate to repair refrigerator/freezer		\$300.0000	\$300.00	
					Sales Tax:	\$0.00	
					P.O. Total:	\$300.00	
					Vendor Total:	\$600.00	
Matthew Granados	220309	11/13/2019	11/13/2019			5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Ontario Conv. Ctr., Parking Inv. dtd 11/8/19		\$10.0000	\$10.00	
1	ea	1	Ontario Conv. Ctr., Parking Inv. dtd 11/9/19		\$10.0000	\$10.00	
124	mi	1	Mileage Expense		\$0.5800	\$71.92	
					Sales Tax:	\$0.00	
					P.O. Total:	\$91.92	
					Vendor Total:	\$91.92	
Michael Burns	220308	11/12/2019	11/12/2019			5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Ontario Convention Ctr., Invoice dtd 11/8/19		\$10.0000	\$10.00	
1	ea	1	Ontario Convention Ctr., Invoice dtd 11/9/19		\$10.0000	\$10.00	
					Sales Tax:	\$0.00	
					P.O. Total:	\$20.00	
					Vendor Total:	\$20.00	
Nancy Wikes	220297	11/8/2019	12/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
107.5	hr	1	Inv# 1025 dtd 11/19/19		\$44.0000	\$4,730.00	
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,730.00	

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 124943 THROUGH 125479 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 124943 through 125479 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$2,697,621.08
12 Child Development	24,099.24
25 Capital Facilities	157,413.38
68 Workers' Compensation	61,841.49
81 Property / Liability Insurance	250.00
Total	\$2,941,225.19

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,941,225.19 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 124943 through 125479 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13971 THROUGH 14031 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 13971 through 14031 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$476,380.09, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13971 through 14031 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D. Assistant Superintendent, Personnel Services

PREPARED BY: Laurie Bruneau, Director, Risk Management, Workers Compensation and Safety

SUBJECT: APPROVE REJECTION OF A CLAIM AGAINST THE FULLERTON SCHOOL DISTRICT NUMBERED: 1906509

Background: A claim has been filed against the District for damages involving a resident's property and water-run off near Fern Drive Elementary. The District and its' liability claim administrator, ASCIP have investigated the claims and recommend rejection.

Rationale: The District's claims administrator, ASCIP, does not find any evidence of negligence or legal liability in their initial investigation on the part of the Fullerton School District. Therefore, rejection of these claims is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of a claim against the Fullerton School District numbered: 1906509.

CH:LB:lc

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FUNDING INCREASE IN THE AGREEMENT WITH SWING EDUCATION EFFECTIVE DECEMBER 11, 2019

Background: On August 13, 2019, the Board of Trustees approved an agreement between the Fullerton School District and Swing Education. The purpose of the partnership was to allow the District to outsource unfilled substitute vacancies to Swing Education. The use of Swing Education has been so well received and useful that the District has already exceeded its original funding cap of \$15,000. In order to continue to use the services of Swing Education, the District requests that the cap be increased to \$50,000. It is projected that this amount will cover the District's usage through the end of the school year.

Rationale: Increasing the allocated amount for Swing Education will allow the District to continue using their services to help fill vacancies for the remainder of the 2019/2020 school year.

Funding: Cost not to exceed \$50,000 and is to be charged to various school site budgets as appropriate.

Recommendation: Approve funding increase in the Agreement with Swing Education effective December 11, 2019.

CH:nm

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE 2019/2020 SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) AND BUDGETS FOR ALL SCHOOL SITES**

Background: During the fall of 2019, each principal, leadership team, staff, English Learner Advisory Committee, and School Site Council conducted an in-depth analysis of their student achievement data. As a result of this data analysis, each school identified areas of focus and grade level Specific and Strategic, Measurable, Attainable, Results-based, Time-bound (SMART) goals and are aligned to the Local Control Accountability Plan (LCAP) goals, actions and services. All SPSAs have been approved by their School Site Councils. Required contents of the SPSA include data sources, data analysis process, site budgets, planned improvements, and a process to evaluate.

Each school site has prepared an Executive Summary delivered to members of the Board of Trustees.

A complete copy of each SPSA is sent to all Board of Trustees via email for review.

Rationale: The SPSA is a requirement per the California Department of Education and must be approved annually by the Board of Trustees.

Funding: Not applicable.

Recommendation: Approve 2019/2020 School Plan for Student Achievement (SPSA) and budgets for all school sites.

JL:SA:nm

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY SERVICE AGREEMENT BETWEEN LEARNING GENIE, INC., AND FULLERTON SCHOOL DISTRICT FOR SOFTWARE APPLICATION AND TECHNICAL SUPPORT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: Fullerton School District operates the California State Preschool Program, which is funded by the State Department of Education Child Care and Development Division, and serves 400 three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools.

Rationale: The California State Preschool Program is required to use the Desired Results Development Profile (DRDP) assessment tool, which is aligned to the preschool learning foundations. Teachers observe and document children in five domains and 29 measures. Learning Genie, Inc., offers a software application that provides a portfolio and assessment tool for teachers to effectively gather documentation and send required DRDP reports directly to the State. Additionally, Learning Genie Inc., is an effective communication tool as teachers have the ability to share student portfolios, photographs and announcements with the parents.

Funding: Total cost not to exceed \$5,300 and is to be paid from the Child Development Services Fund (#310).

Recommendation: Approve/Ratify Service Agreement between Learning Genie, Inc., and Fullerton School District for Software Application and Technical Support effective July 1, 2019 through June 30, 2020.

JL:MC:ln
Attachment

LEARNING GENIE SOFTWARE AS A SERVICE AGREEMENT

This LEARNING GENIE SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is entered into on the 1st day of November, 2019 by and between Learning Genie, Inc. ("Learning Genie"), a Delaware corporation located at 5868 Owens Ave, Suite 250, Carlsbad, CA 92008, and Fullerton Elementary School District ("Customer"), located at 1401 W. Valencia Dr, Fullerton, CA 92833.

1. Certain Definitions. The following definitions shall apply to certain terms used throughout this Agreement:
 - (a) The Learning Genie App: The term "Learning Genie App" means the Internet platform and associated mobile application provided by Learning Genie, together with all software applications, proprietary or otherwise, that comprise the Platform, and any updates, upgrades, derivatives, improvements, enhancements, or extensions of the same. The term "Learning Genie App" also encompasses the Learning Genie Website, together with all copy, graphics, photographs, videos, documentation, and other content.
 - (b) Portfolio and Assessment Module. The term "Portfolio and Assessment Module" refers to a software module of the Learning Genie App, that provides specific functionalities to enable authorized users to collect observation notes of learning activities and assess children's progress.
 - (c) Family Engagement Module: The term "Family Engagement Module" refers to a software module of the Learning Genie App that provides specific functionalities to enable authorized users at the school (administrators, teachers, family service staff) to engage families with real time communication and sharing of resources and learning activities. The module also includes a dashboard monitor for tracking family engagement data and logging activities for in-kind reports.
 - (d) Analytical Reporting Module. The term "Analytical Reporting Module" refers to a software module that adds additional functionality to the Learning Genie App, namely a reporting tool that enables users to generate a variety of data analytic reports and summary reports based on the assessment data submitted to the Learning Genie App by authorized users (teachers and administrators).
 - (e) Submission of Data to DRDP Online. The term "Submission of Data to DRDP Online" refers to additional service provided by Learning Genie to submit the completed DRDP assessment data to the State of California DRDP Online Program.
 - (f) Service: The term "Service" includes all services provided by Learning Genie under this Agreement.
 - (g) User: The meaning of term "User" further includes anyone permitted to use any of the Learning Genie services by an Authorized User or by Customer, including an administrator, staff member, teacher, provider, or a parent of a student receiving education service from the Customer. When the context so indicates, the term "User" also means Authorized User or Customer.
2. Subscriptions. CUSTOMER hereby subscribes to the following Learning Genie services:
 - (a) Learning Genie App – Portfolio and Assessment Module Subscription: One (1) year (school year 2019-2020) subscription to Portfolio and Assessment Module of the Learning Genie App for up to 400 active students per year. CUSTOMER shall have the right to renew its Learning Genie

App subscription after the 1-year term by notifying Learning Genie prior to the end of the subscription term or any renewal terms.

- (b) Learning Genie App – Family Engagement Module Subscription: One (1) year (school year 2019-2020) subscription to Family Engagement Module of the Learning Genie App for up to 400 active students per year. CUSTOMER shall have the right to renew its Learning Genie App subscription after the 1-year term by notifying Learning Genie prior to the end of the subscription term or any renewal terms.
- (c) Learning Genie App – Analytical Reporting Module Subscription: One (1) year (school year 2019-2020) subscription to use the Analytical Reporting Module for up to 400 active students per year. CUSTOMER shall have the right to renew its Reporting Module subscription after the 1-year term by notifying Learning Genie prior to the end of the subscription term or any renewal terms.
- (d) Data Submission Service to DRDP Online: One (1) year (school year 2019-2020) service to submit DRDP data to DRDP Online for 400 active students up to three (3) times during the course of each school year of the subscription term. CUSTOMER shall have the right to renew such service after the 1-year term by notifying Learning Genie prior to the end of the subscription term or any renewal terms.

3. Payment of Fees. CUSTOMER agrees to pay Learning Genie the fees as further described in Exhibit B, subject to the terms of conditions contained in this Agreement and Exhibit B. Learning Genie will invoice CUSTOMER in full according to the schedule below. Fees shall be due upon execution of this Agreement and payable sixty (60) business days after receipt by CUSTOMER of an invoice from Learning Genie.

Date of Invoice	Invoice Amount	Payment Due Date
11/07/19	\$5,300 (1st year: 2019-2020)	12/07/19

(a) Multi-Year Contracts Payment. Multi-Year contracts may be paid on a yearly basis or all up front. The Customer is exempted from multi-year contract payment obligations (the remaining portion) when the CUSTOMER loses its funding to sustain their program. A 30-day written notice is required to be submitted to Learning Genie to terminate the contract.

- 4. Terms of Service, Privacy, and Data Sharing. The Learning Genie App online Terms of Service ("ToS") and Privacy Policy, which are both incorporated herein by this reference, shall at all times apply to the delivery of Learning Genie services under this Agreement. . If any conflict or inconsistency exists between the ToS or Privacy Policy and the terms of this Agreement, the terms of this Agreement shall prevail. Learning Genie shall provide the CUSTOMER with at least 30 days advanced notice prior to making any changes to the ToS or Privacy Policy.
- 5. Regulatory Compliance. The services provided by Learning Genie are subject to certain state and federal compliance obligations, namely The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), California AB 1584, as codified in Section 49073.1 of the California Education Code, and California SB 1177, as codified in Section 22584 of the California Business and Professions Code. Accordingly, the required regulatory compliance statements for each of these regulations is attached hereto as Exhibit A and by this reference incorporated herein.
- 6. End User License Agreement (EULA). In connection with its subscription, Learning Genie hereby grants CUSTOMER a revocable, non-exclusive, non-transferable, limited right and license to access and use the Service. The term of which shall commence on the date that the subscription commences and will end upon the termination of any subscription period. Learning Genie reserves

the right to immediately terminate the license if the Service is used in breach of the terms set forth herein.


- (a) **Payment:** Subscription fees must be paid in order to continue utilizing the Service. Learning Genie reserves the right to freeze or terminate any unpaid account. If an account is frozen, the user will be denied access to the Service until the account is brought current. Any failure to bring an account current within ninety (90) days of the date it becomes delinquent, will result in the account being terminated and all data will be deleted in accordance with the Learning Genie privacy policy.
- (b) **Ownership:** This Agreement does not confer title, ownership, or any other rights concerning the use of the Service that are not set forth herein. Learning Genie retains all right, title and interest in and to the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof. The Service is protected by applicable laws and treaties worldwide, and may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Learning Genie. All rights not expressly granted to you herein are reserved by Learning Genie.
- (d) **License Restrictions:** Violating any of the following restrictions may result in the immediate termination of the License:
- (i) **General Restrictions:** The user agrees not to: (i) post and share any information that is abusive, threatening, obscene, defamatory, libelous, or otherwise objectionable and offensive, (ii) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any third party; (iii) commercially exploit the Service in any manner; (iv) provide a password or otherwise grant access to the Learning Genie account to any third parties for any purpose whatsoever; (v) reverse engineer, decompile, disassemble, translate, or prepare derivative works of the System, or otherwise modify the same, in whole or in part; (vi) use the Service to display material that may be subject to copyright protection without the express consent of the copyright owner; (vii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained within the System; (viii) misrepresent the source of ownership of the System; or (ix) otherwise access or utilize the System in any manner other than permitted by this Agreement.
 - (ii) **Access Restrictions:** Only authorized users may access their Learning Genie Account, and authorized users are strictly prohibited from sharing their username and/or password with anyone, and should take all steps necessary to protect their username and password from accidental disclosure. Learning Genie is not responsible for any actions undertaken by persons who obtain unauthorized access to any Learning Genie account. If any user believes that someone has accessed the account without authorization, the user must inform Learning Genie immediately so that we may take appropriate action.
 - (iii) **Administrators and Teachers:** Administrators and Teachers are strictly prohibited from using the Service in any manner that violates school policy or applicable regulations, or to otherwise use the Service in a manner that violates our Privacy Policy.
 - (iv) **Parents:** Parents who choose to utilize the sharing features of the Service do so at their own risk. Any information that you willingly choose to share with another user through the Service or in a publicly accessible area will be available to other users who access that content, and Learning Genie will not be held responsible for how others choose to use it. Parents are further required to follow any school policy regarding privacy and are forbidden from publicly sharing photographs that contain any child who is not their own, without the consent of that child's parent.

7. **Representations and Warranties:** The Service is made available in reliance upon the following representations and warranties: (i) The user is a school administrator or has been authorized by an Administrator or Teacher to access the service; (ii) the user will not use the Service for the purpose of violating any statute, rule, or regulation, including, without limitation, FERPA or COPPA; (iii) the user will not use the Service to facilitate the distribution of computer viruses, spyware, or any other malicious code; (iv) the user will not use the Service to post information that infringes upon the proprietary rights of third parties, including without limitation intellectual property rights, or rights of publicity or privacy; and (vi) the user will not use the Service in any manner other than as described herein.
8. **Disclaimer of Warranties:** Learning Genie shall undertake its best efforts to monitor and maintain the Service, but offers no guarantee or warranty that it will be free of bugs, errors, or defects, or will otherwise operate without interruption. Customer acknowledges the Service may be temporarily unavailable from time to time due to scheduled or emergency maintenance. Learning Genie shall provide reasonable advance notice of any scheduled service interruption, and use reasonable efforts to correct any bugs, errors, defects, and other matters outside of its control that may affect the delivery of the Service within a reasonable time frame after they are discovered or reported. EXCEPT AS SET FORTH HEREIN, LEARNING GENIE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND LEARNING GENIE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- The Service may display advertisements for products and services offered by third parties. Learning Genie makes no guarantees about, and assumes no responsibility for, the content of such advertisements, or the availability, delivery, or performance of any product or service offered therein.
9. **Limitation of Liability:** In no event shall Learning Genie be liable to CUSTOMER or any other party for any indirect, special, incidental, consequential, or punitive damages, however and wherever arising, that may result from the delivery or failure of the Service, including without limitation to losses incurred due to: (a) software glitches, server failures, power outages, or any other issue beyond Learning Genie's control; (b) any delays in or failure of the Service to operate as described; (c) any use of the Service in violation of the terms of this Agreement.
10. **Choice of Law; Forum:** This document shall be governed in all respects by the laws of the United States and the State of California. Any claim or dispute arising under this Agreement, whether subject to mandatory arbitration or otherwise, must be brought in San Diego County, California except as otherwise agreed by the Parties. The Parties agree to submit to the personal jurisdiction of the courts located within San Diego, California for the purpose of litigating all such claims or disputes. All claims filed or brought contrary to this section shall be considered improperly filed. Should any claim be filed improperly, the Party against who the claim has been brought may recover reasonable attorneys' fees and costs, provided that the other party has been notified in writing of the improperly filed claim and has failed to withdraw the claim promptly.

ACCEPTED AND AGREED

LEARNING GENIE, INC.

[CUSTOMER - Fullerton Elementary
School District]

By: 
Name: Dr. Jing Shi
Title: CEO
Date: November 1, 2019

By:
Name:
Title:
Date:

EXHIBIT A
REGULATORY COMPLIANCE STATEMENTS

FERPA Compliance Statement: The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Under FERPA, the student information they document using the Service does not constitute an official education record, but instead constitutes Directory Information as that term is defined in FERPA. Subject to certain exceptions, a school or district cannot disclose personally identifiable information recorded in a student's educational record to a third-party provider such as Learning Genie without the written consent of the student's parents or legal guardians. The exceptions to this prohibition include Directory Information such as that recorded using the Learning Genie Service. As a School Official or Institution providing Directory Information or any other information to Learning Genie, you hereby represent and warrant that your institution has:

- (a) Complied with the Directory Information exception, which includes informing parents what information the Institution deems to be Directory Information, and giving parents a reasonable opportunity to opt-out of the disclosure of such information; or
- (b) Complied with the FERPA School Official Exception by informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers, and defines "Legitimate Educational Interest" to include services such as the type provided by Learning Genie; or
- (c) Obtained all necessary parental written consent to share the Directory Information and Educational Records with Learning Genie, in each case, solely to enable Learning Genie to provide the Service.

Further in compliance with FERPA, Learning Genie will: (i) grant Administrators direct control of the use and maintenance of the information provided to Learning Genie in accordance with their policies; (b) comply with Administrators' data retention, archival, and destruction requirements throughout the term of this Agreement and afterwards; and (c) provide access to information to parents when to do so for the purposes of correcting any inaccuracies therein.

AB 1584 Compliance Statement: Pursuant to California AB 1584, as codified in Section 49073.1 of the California Education Code, Learning Genie represents and warrants as follows:

- (a) Ownership of Pupil Records: Any and all Pupil Records provided to Learning Genie, or to which Learning Genie has been granted access, are and shall remain the sole property of the School District or educational agency (collectively, "School District") that provided or granted access to such records.
- (b) Pupil-Generated Content: The Learning Genie System does not collect or store any Pupil-Generated content. In the event the System is updated to incorporate such a feature, Learning Genie shall amend this Statement to describe the means by which pupils may retain possession and control of pupil-generated content.
- (c) Third Party Access and Use: Learning Genie prohibits all third parties from accessing or utilizing any Pupil Record for any purpose other than those required by or permitted by the contract for Learning Genie's services.
- (d) Parent and Pupil Review Procedures: The System enables any Authorized User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in

Pupil Records, and to correct erroneous information, in accordance with procedures established by the School District.

- (d) Security and Confidentiality of Pupil Records: Learning Genie has designated a Security Compliance Officer (SCO), who is responsible for: (i) ensuring that Learning Genie servers are protected against unauthorized access to the greatest degree possible; (ii) limiting employee access to Pupil Records to whatever extent is required for them to perform their job functions; and (iii) training employees in data security procedures to further ensure compliance with company data security policies.
- (e) Unauthorized Disclosure: In the event any Pupil Records are inadvertently disclosed via outside data breach or for any other reason, the SCO shall notify the School District that owns such records immediately upon the discovery of such inadvertent disclosure. The School District may in turn utilize the System to notify affected parents, legal guardians, or eligible pupils via posts within the System, emails, or in such other manner as the School District deems appropriate.
- (f) Post-Contract Data Deletion: Learning Genie hereby certifies that, upon the termination of a service contract with a School District, it shall isolate and permanently delete any and all Pupil Records belonging to such School District that may remain on the System, unless the School District or applicable regulations require the retention of such data, in which case the records shall be deleted upon the expiration of the retention period. Prior to deleting any Data Records, Learning Genie shall first ensure that the School District has downloaded backups of the same. Notwithstanding the foregoing, Learning Genie reserves the right to retain "de-identified" elements of Pupil Records that do not include personally identifiable information for the purpose of research and for enhancing the Service to the extent permitted by applicable law.
- (g) FERPA Compliance: Learning Genie offers School Districts utilizing the System the means to comply with their obligations under the Federal Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Authorized Users to inspect and review Pupil Records and to correct any inaccuracies therein as described in Section 4 of this Agreement.
- (h) Prohibition Against Targeted Advertising: Learning Genie strictly prohibits the use of any personally identifiable information included in a Pupil Record to direct targeted advertising for any product or service. In furtherance of this prohibition, Learning Genie does not sell, trade, or rent any element of personally identifiable information to any third party.

SB 1177 Compliance Statement: Pursuant to California SB 1177, as codified in Section 22584 of the California Business and Professions Code, Learning Genie represents and warrants as follows:

- (a) Security Procedures: Learning Genie has designated a Security Compliance Officer (SCO), whose responsibilities are set forth in Section 5(d) of this Agreement;
- (b) Authorized Deletion: Learning Genie will permanently delete any student information upon the request of an authorized school district or educator representative.

Further in compliance with SB1177, Learning Genie does not:

- (i) Use any element of personally identifiable information (PII) of any student for the purpose of directing targeted advertising on its website or application;
- (ii) Use any information (including persistent unique identifiers), created on or gathered by the Service, to amass a profile about a K-12 student except in furtherance of K-12 school purposes;

- (iii) Sell, trade, or rent any information relating to K-12 students to any third party for any purpose whatsoever; or
- (iv) Disclose any information created or gathered by the System unless such disclosure is authorized by the Code.

**EXHIBIT B
FEES**



Learning Genie Inc.
5868 Owens Ave Suite 250
Carlsbad, CA 92008
(760) 576-4822
accounting@learning-genie.com
www.learning-genie.com

Quote

ADDRESS
Daniela Arbizzi
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

QUOTE # DR-3932
DATE 10/22/2019
EXPIRATION DATE 10/31/2019

PREPARED BY Kathy Dai
ACCOUNT EXECUTIVE Monica Castaneda
END DATE 6/30/2020

DATE	SKU	ACTIVITY	QTY	RATE	AMOUNT
07/01/2019	MOCAP-19	2019 New:Learning Genie - Portfolio & Assessment Module - CA/MO (2019) One year subscription to the Learning Genie App - Portfolio & Assessment Module. This module includes features supporting the collection of observation notes and assesses children's progress for authentic and formative assessment to guide instruction.	400	6.00	2,400.00
07/01/2019	MOCAFE-19	2019 New:Learning Genie - Family Engagement Module - CA/MO (2019) One year subscription to the Learning Genie App - Family Engagement Module. This module includes features supporting two-way communication and sharing of resources and learning activities with families, as well as dashboard tools for tracking family engagement data and logging activities for in-kind reports.	400	6.00	2,400.00
07/01/2019	ARM-19	2019 New:Learning Genie - Analytical Reporting Module (2019) One year subscription to the Learning Genie - Analytical Reporting Module. This module includes a reporting tool that enables users to generate a variety of data analytic reports and summary reports based on the assessment data collected on the platform.	400	2.50	1,000.00
07/01/2019	DRDP-19	2019 New:DRDP Online Uploading Service 2019- 2020 DRDP Uploading Service	400	0.75	300.00
07/01/2019	DISCOUNT-1B-19	2019 New:Bundle Discount - 1 Year Discount: 1 Year Bundle	400	-2.00	-800.00

Learning Genie Inc | accounting@learning-genie.com | 760-576-4822

2019-2020
WITH BDDP uploading

TOTAL

\$5,300.00

Accepted By

Accepted Date

Maureen G. Lee
11/4/19

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation & Instructional Support

PREPARED: Jeremy Davis, Assistant Superintendent, Innovation & Instructional Support

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND YOUTHTRUTH TO PROVIDE CONTINUED CUSTOMIZED SURVEY SERVICES FROM November 2019 THROUGH June 2022.

Background: For the past three years YouthTruth has provided services to the Fullerton School District to harness student perceptions in order to help educators accelerate improvements in their K-12 schools and classrooms. Board approval was initially granted on June 21, 2016 for YouthTruth to provide customized survey services to FSD from July 1, 2016 through June 30, 2019.

Rationale: YouthTruth continues to offer reliable and validated survey instruments, a comprehensive online reporting platform, and professional advisory services that help the Fullerton School District integrate what students really think into instructional and leadership decisions. YouthTruth supports Fullerton School District's strategic district priorities by: (1) Providing comprehensive campus-wide student feedback on topics that are linked to academic outcomes and school climate, (2) Delivering robust interactive reporting that is designed for each audience (school and district-level) that can serve as a tool for each principal to accelerate improvements, (3) Providing family and staff surveys to engage parents, family members, and staff members in providing rich student data about their sense of school culture, mission and goal alignment, engagement and empowerment, relationships, resources, communication, and feedback. YouthTruth surveys for students, parents and staff will be used throughout the school year, providing relevant information needed to improve programs and services, ultimately leading to increased student achievement.

Funding: A multi-year discount of \$28,080 will be implemented for a three-year agreement. Total Cost is not to exceed \$145,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve Agreement between Fullerton School District and YouthTruth to provide continued Customized Survey Services from November 2019 through June 2022.

JD:rw
Attachment

YouthTruth

— STUDENT SURVEY —

A NATIONAL NONPROFIT

November 27th, 2019

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

Dear Superintendent Pletka and the Fullerton School District Board and leadership team,

I am pleased to share the following proposal to continue our partnership with Fullerton School District (FSD) to gather valid, reliable, and comparable feedback through YouthTruth's research-based perception surveys.

In particular, YouthTruth can continue to be a valuable partner to:

1. Streamline, add efficiency, and keep costs low by consolidating survey efforts under one partner organization and reporting platform;
2. Support LCAP and CA Dashboard planning and reporting;
3. Support family and staff engagement through YouthTruth's *Family Survey* and *Staff Survey*, as well as continue to gather highly-customized feedback from all district staff to inform Central Office and departmental effectiveness through the *Central Office Effectiveness Survey*.
4. Build capacity among school leaders (and potentially student leaders as well!) in interpreting and acting on student and stakeholder feedback for equity, SEL, and school improvement; and,
5. Provide actionable student feedback on the non-academic indicators that matter most to measuring climate, culture, safety, and effective instructional strategies through the *Student Survey*.

We are committed to making student and stakeholder feedback efficient, cost-effective, and actionable. As a mission-driven nonprofit, we seek to be your *partner* not just another *vendor*. **As part of our commitment to services (while still sustaining and scaling our operations), this proposal includes an \$9,360 annual discount, or \$28,080 over the course of our next three-year agreement.** We're invested in this work and hope that you'll continue to invest in it too.

I welcome the opportunity to discuss the proposal and tailor the scope even more to your unique needs and budget.

Best,
Sonya

Sonya Heisters
Director of Partnerships and Outreach, YouthTruth
131 Steuart Street, Suite 501, San Francisco, CA 4105
(415) 429.5222 | sonyah@youthtruthsurvey.org

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Part 1. YouthTruth's Value as a Strategic Partner

YouthTruth is a national nonprofit that harnesses student and stakeholder perceptions to help educators accelerate improvements. Through our validated survey instruments and tailored advisory services, YouthTruth partners with districts, states, and educational organizations to enhance learning for all students.

YouthTruth was developed by the Center for Effective Philanthropy (CEP) and the Bill and Melinda Gates Foundation and has surveyed over 1.2 million students across 39 states since 2008. CEP has a 17-year history and expertise in helping organizations, including many of the largest philanthropic funders in the country, use comparative survey data to inform their decision-making. This experience, combined with the YouthTruth team's deep involvement in student survey work, positions YouthTruth as a strong strategic partner for Fullerton School District.

In partnering with our clients, YouthTruth provides comprehensive and customized survey services. Our offerings and benefits include:

- Rigorous, validated student survey instruments
- Deep expertise in education, survey design, research methodology, and data analysis
- Rapid delivery of online, interactive reports at multiple levels for district leadership and principals
- State-of-the-art online interactive data visualization platform
- Experience managing complex projects, and a high degree of client service orientation
- Follow-up advisory services to support district leaders and school leadership teams in interpreting and making the most out of the data gathered

Survey Topics and Administration

YouthTruth's survey instruments are comprehensive, but at the same time designed to be completed within ~20 minutes. Our online surveys can be taken on any device that connects to the internet: computers, tablets, even smart phones. Student and staff respondents can toggle to take the survey in English or Spanish; Family respondents can toggle between English, Spanish, Vietnamese, Chinese, Russian, and Korean; we can customize to include additional languages as well. To experience a survey from a user perspective, please click through a sample excerpt of the high school student survey here: hssample.whatsyourtruth.org.

YouthTruth's Student Surveys include age- and reading-level appropriate versions for elementary, middle and high school (see separate list of student survey questions).

- **YouthTruth's high school student survey** topics include: engagement, academic rigor, relationships, peer belonging & collaboration (including bullying), culture, and college and career readiness.
- **YouthTruth's middle school student survey** topics include: engagement, academic rigor, relationships, peer belonging & collaboration (including bullying), and culture.
- **YouthTruth's elementary school student survey** topics include: engagement, academic rigor, relationships (including bullying), instructional methods, and culture.

Customize the student survey by choosing one of 10 Additional Topics (*also available for elementary):

- Student Motivation (includes Grit scale)*
- Project-Based Learning*
- STEM*
- School Safety*
- Learning Styles
- General Health
- Nutrition & Exercise
- School Safety
- Drugs & Alcohol
- Emotional & Mental Health
- Student Voice & Leadership

YouthTruth's Staff Survey represents the following four core themes: culture, engagement, relationships, safety, and professional development & support. Overall strengths and areas for improvement, recommend rate, and indexed qualitative comments are also included in the reporting. On average, staff members take 15 minutes to complete the survey. To explore a sample survey, visit: staffsample.ytsurvey.org.

YouthTruth's Family Survey represents the following six core themes: culture, engagement, school safety, relationships, resources, and communication & feedback. Overall strengths and areas for improvement, recommend rate, and indexed qualitative comments are also included in the reporting. On average, family members take 15 minutes to complete the survey. To explore a sample survey, visit: familysample.ytsurvey.org.

Survey Results Analysis and Reporting

YouthTruth will provide school-level reporting, as well as district-level findings. Principals receive school-level reports that show average ratings in their school, as well as differences across subgroups, while district leaders receive district-level reports to easily compare results across schools and subgroups.

The YouthTruth online, interactive reports are typically delivered within seven business days. With YouthTruth reports, education leaders can:

- Disaggregate results by demographic subgroups:
 - **Secondary student** survey results can be disaggregated by grade-level, gender, race/ethnicity, ELL, special education, FRPL, sexual orientation (optional). **Elementary student** reports include subgroups of grade-level and gender.
 - Disaggregate **staff** survey results by gender, race/ethnicity, role, years in role, tenure at school, and for instructional staff, years of teaching experience and teacher training.
 - Disaggregate **family** survey results by gender, race/ethnicity, child's grade level, relationship to child, level of education, FRPL, primary home language, number of children attending the school.
- Compare results to other schools nationally and to other schools with like characteristics, such as suburban, rural, urban, large-school, small-school, high-poverty, etc.
- Review qualitative comments indexed by theme.
- Share customized report summary with other stakeholders (with sensitive information redacted).
- Receive access follow-up resources for action planning.

Introduction to Reports

To view sample student survey reports, please visit youthtruth.surveystats.org/public/OSE-HS.

YouthTruth reports are best experienced online to understand their full interactive functionality. For an example of the types of data files and reports that YouthTruth provides, please use the above link to access an online interactive report. For a brief introduction to our reports, please find three screenshots below of some of the chart types in a YouthTruth report.

1. The following image is from the **Key Ratings** page of a high school student survey report, which illustrates findings at-a-glance. In a school-level report, Key Ratings represents feedback across all students at the school. In a district-level report, it represents results for the median-rated school in the district. Key Measures aggregate results from all of the questions in a topic. In this way, the users can see at a glance how students feel about each key theme.

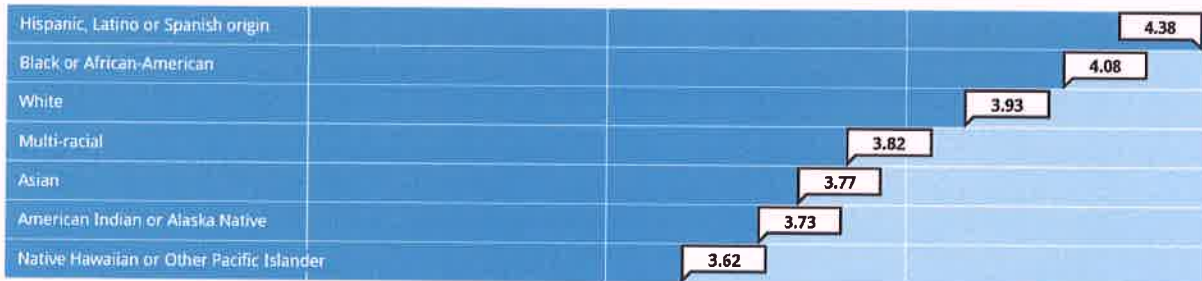
In the example that follows, the school has surveyed three times, as illustrated by the three points in the Trend Data. The Average Rating provides the average response across a topic, from 1 (Strongly Disagree) to 5 (Strongly Agree). The Percentile Rank provides a national comparison as

well as a local/similar comparison. The white flag provides the national comparison, letting the user know that a 4.07 for student Engagement is above 96% of other participating high schools across the country. The school is in the 96% percentile for Student Engagement, and also leads all the other schools in Cooke County School District. The grey line for Cooke County's district results illustrates the range of responses, with the dash representing the median high school in Cooke County.



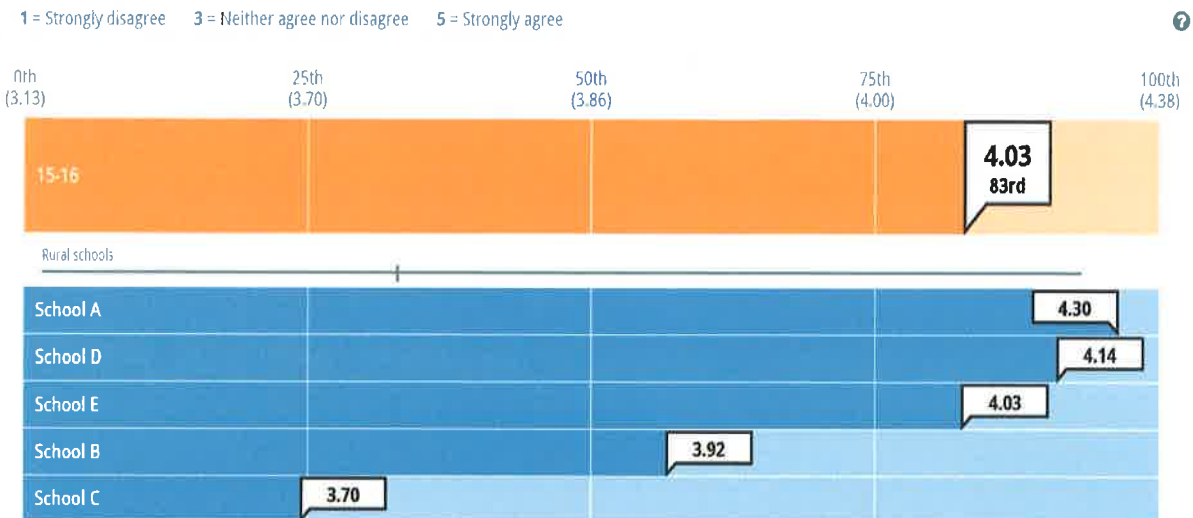
- The reports also provide aggregated and disaggregated **results for each question** in the survey. For example, all secondary students provide their feedback to the statement: "Most adults in this school treat students with respect" (5 = strongly agree; 1 = strongly disagree). The following sample chart provides context for how a school leaders would view results. Each blue bar presents the average for each demographic subgroup. For example, in this sample data, Hispanic/Latino students have the most positive perceptions of respect (average response = 4.38). White students have lower perceptions (average = 3.93).

"Most adults in this school treat students with respect."



3. The next chart provides the district-wide results for the survey question, “I can usually be myself around other students at this school.” Students across Cooke County School District averaged 4.03, which is in the 83rd percentile compared to other student perceptions across the country. The ranking is also more favorable than the typical rural high school. However, schools within the district received a range of responses, with school averages ranging from 4.30, at the highest to 3.70 at the lowest.

“I can usually be myself around other students at this school.”



Project Management for Higher Response Rates

As a mission-driven organization, we believe that stakeholder feedback is most helpful when all students in a school are heard, and not just small samples. As such, we dedicate resources to ensuring representative response rates.

Here are the average response rates for student surveys in the following school levels:

- The average response rate for **elementary schools** in the YouthTruth comparative dataset is 86%.
- The average response rate for **middle schools** in the YouthTruth comparative dataset is 90%.
- The average response rate for **high schools** in the YouthTruth comparative dataset is 75%.

Experience Managing Large Projects

As a national nonprofit, YouthTruth has significant experience over the past decade supporting large districts and managing large-scale projects. YouthTruth’s experience includes engagements with diverse districts across the country, such as Miami-Dade Public Schools, Atlanta Public Schools, Oakland Unified School District, Aldine Independent School District, and New York City Public Schools.

In 2017, YouthTruth was commissioned by the Michigan Department of Education to administer student, family, and staff surveys across nearly 200 traditional public, charter, and private schools in the Detroit area.

In the 2013-14 school year, YouthTruth co-designed and led the implementation of the Student Engagement Survey for Minnesota’s state teacher evaluation system. YouthTruth provided customized training, advisory services, and logistical support to the Minnesota state DOE, the local superintendents and principals, and individual teachers. YouthTruth’s Minnesota instrument continues to be used for Minnesota teacher evaluation.

Part 2. How do YouthTruth and California Healthy Kids (CHKS) Differ?

YouthTruth’s timely reports allow educators to make adjustments in real time.

- YouthTruth delivers reports to district and school leaders within ~7 business days vs. waiting months for CHKS data to be returned.
- When comparing YouthTruth and CHKS, Bear Valley district leader, Paul Zamoyta, said: *“You can take it [YouthTruth], get the results so quick, and it’s so user-friendly, versus every two years having someone spend three months going over the data and then pulling out probably not as much stuff as you can pull out immediately from here.”* You can read more [here](#).

YouthTruth’s personalized reports are easy to understand, providing actionable insights for school and district leaders.

- YouthTruth reports are intuitive. They use visual cues like color and size to provide at-a-glance understanding. CHKS reports are largely made of up of numeric tables.
- YouthTruth reports include organized qualitative comments from students, family members, and staff members. This detail adds context to the quantitative data. CHKS does not provide comments.
- YouthTruth staff work with school and district leaders every step of the way. Our advisory services include individual school calls with principals, group webinars, and in-person professional development workshops.

YouthTruth offers age-appropriate surveys that focus on academic instruction, school culture and climate, and college and career readiness.

- CHKS focuses on health habits, perceptions of and access to drugs, and includes some questions about school culture and climate. For example, the CHKS elementary survey asks all 5th graders if they’ve ever smoked (pot, grass, weed, or cigarettes), drank alcohol, sniffed aerosol, or chewed (snuff, tobacco, or dip).
- While the YouthTruth survey can be customized to add in questions about drugs and alcohol, YouthTruth’s topics are based on the research on what matters most for student achievement: student engagement, academic rigor, teacher and peer relationships, and school culture. High school surveys also focus on drop-out risk and college and career readiness. Schools with specific instructional models can add modules on Project Based Learning, STEM, and more.

YouthTruth surveys are comprehensive, but streamlined to include only the most important items and take less time away from instruction.

Number of questions per survey		
	CHKS	YouthTruth
Elementary	68	25
Middle	110	36
High	120	50

As a mission-driven nonprofit, YouthTruth’s vision is to allow educators to make decisions based on feedback from all of their students.

- Most districts administer CHKS in grades 5, 7, 9, and 11 every other year. Our partners use their YouthTruth data to hear from every student and track progress toward goals over time.

Part 3. Three-Phase Work Plan At-A-Glance

YouthTruth typically uses the following work plan to manage each round of surveying. **We welcome a conversation about how we might tailor this to best support Fullerton School District.**

Phase	Timeline	Activity	Lead	Activity
I. Pre-Survey	Upon Agreement	Introduction Videoconference Call (30 minutes)	YouthTruth Partnerships	<ul style="list-style-type: none"> Identify and introduce key team members Review scope, project plan & timeline, and any additional needs or customizations
		Project Refinement	YouthTruth Partnerships	<ul style="list-style-type: none"> Make any adjustments to scope, project plan, and deliverables
	~3 weeks prior to surveying	Kickoff Webinar with principals (30 minutes)	YouthTruth Client Services	<ul style="list-style-type: none"> District and school leaders as well as implementation contacts will understand all processes and responsibilities for surveying
	~3 weeks prior to surveying	Announcement and Coordination	Leaders at Participating Schools (with YouthTruth support)	<ul style="list-style-type: none"> Survey participants will understand when, how, and why the surveying is being planned
	~ 2 weeks prior to surveying	Implementation Guides Released	YouthTruth Client Services	<ul style="list-style-type: none"> Schools will receive individual Survey Implementation Guides
II. Surveys Live	During surveying	Gather Survey Data	Leaders at Participating Schools (with YouthTruth support)	<ul style="list-style-type: none"> Surveys are launched
	Weekly	Response Rate Monitoring	YouthTruth Client Services	<ul style="list-style-type: none"> YouthTruth provides real-time (hourly) response rate updates and sends weekly reports
III. Post-Survey	After survey close	Analysis and Reporting	YouthTruth Analyst Team	<ul style="list-style-type: none"> YouthTruth analyzes data and produces audience-appropriate reports
	~7 business days after survey closes	Reports Released	YouthTruth Client Services	<ul style="list-style-type: none"> Online, interactive, reports released
	Within 3-6 months	Advisory Services Delivered	YouthTruth Partnerships	<ul style="list-style-type: none"> Discuss results, report features, and follow-up resources to equip leaders to understand and take action based upon the data

Part 4. Using YouthTruth Data to Accelerate Change

YouthTruth's Professional Development Workshop and general Advisory Services are designed for participants to more deeply understand and take meaningful action on the data gathered.

Facilitated by YouthTruth data and education experts, the advisory services will lead district and school leaders in discussion and hands-on exercises to:

- Understand key findings and trends across the district and within each school
- Identify strategies for using this data with the staff and school community
- Share best practices across schools
- Begin action planning from results

Participants will come away from their advisory support with actionable steps for using their stakeholder feedback. School leaders often remark about how helpful it is to carve out dedicated time, have “third-party” facilitators, and a valuable structure for busy principals to reflect and discuss their school climate.

Part 5. Index of Fullerton Schools

All Fullerton School District is eligible for YouthTruth’s grade- and reading-level appropriate surveys.

As part of the Bay Area Student Voice Initiative, the Community Foundation of Sonoma County and Hewlett Foundation will sponsor the participation of all five comprehensive High Schools during the 2019-20 and 2020-21 academic years. These schools are noted with an asterisk (*) in the index of schools below.

School Inventory

Elementary Schools eligible for the YouthTruth elementary level survey (grades 3-5)

- | | |
|------------------|------------------------------------|
| 1. Acacia | 10. Raymond |
| 2. Commonwealth | 11. Richman |
| 3. Fern Drive | 12. Rolling Hills |
| 4. Golden Hill | 13. Sunset Lane |
| 5. Hermosa Drive | 14. Valencia Park |
| 6. Laguna Road | 15. Woodcrest |
| 7. Maple | 16. Beechwood (elementary level) |
| 8. Orangethorpe | 17. Filsler K-8 (elementary level) |
| 9. Pacific Drive | |

Middle School / Junior High Schools eligible for the YouthTruth middle-school level surveys (grades 6-8)

- | | |
|--------------------------------------|------------|
| 1. Beechwood (middle school level) | 4. Nicolas |
| 2. Filsler K-8 (middle school level) | 5. Parks |
| 3. Ladera Vista | |

YouthTruth Staff Survey to be administered to all participating student survey schools.

YouthTruth Family Survey to be administered to all participating student survey schools.

Part 6. Discounts, Pricing, and Budget Scenario

Multi-Year Agreement Discount - \$200 off per school per year

We believe that student and stakeholder perception data is most meaningful when collected over time. As such, we provide a significant discount for districts who engage in a multi-year agreement. The “multi-year discount” is applied with the understanding that the district intends to participate during the years specified. If, for any reason, the district elects to discontinue participation prior to the end of the contract term, the multi-year discount is reversed and the balance is invoiced.

Multi-Year Agreement Discount – 10% off standard Student, Family, and Staff Surveys

Multi-Level School Discount – 50% off the second survey for K8 campuses

Workshop Discount - \$2,000 off

Fullerton School District Cost Scenario	Cost
Project Management (\$200/school)	\$4,400 (\$200 x 22 schools)
YouthTruth Student Survey (\$1,000 per school with multi-year discount)	\$22,000 (\$1,000 x 22 schools)
Add Student Survey Additional Topic(s): <ul style="list-style-type: none"> • Student Motivation & Grit (\$50 per school) • Safety (free) 	\$1,100 (\$50 x 22 schools)
YouthTruth Family Survey (\$500 per school)	\$11,000 (\$500 x 22 schools)
Paper Survey Success Kit (\$500 flat fee): To enable districts to offer a paper survey option for the Family Survey at the lowest cost while maintaining a quick turn-around, add the Paper Survey Success kit, which includes: <ul style="list-style-type: none"> • Customized PDFs of survey questions in English and Spanish (does not include translation services for custom questions) • Detailed instructions for school and district data-entry teams with additional client services support to data entry personnel • Analysis and reporting of paper-survey respondents within online, interactive reports 	\$500
YouthTruth Staff Survey (\$300 per school)	\$6,600 (\$300 x 22 schools)
YouthTruth Central Office Effectiveness Survey (flat fee)	\$6,000
Custom Survey Window (flat fee)	\$300
Subtotal	\$51,900
More Discounts. In addition to the \$4,400 Multi-Year Agreement discount already applied above, Fullerton can lock in the following discounts for the next three years: <ul style="list-style-type: none"> - Volume Discount (10% off student, family, staff surveys) (-\$3,960) - Multi-level School Discount (Beechwood and Fisler) (-\$1,000) 	(\$4,960)
Annual Total	\$46,940

YouthTruth

STUDENT SURVEY

A NATIONAL NONPROFIT

Client Agreement & Registration 11/2019-6/2022

This agreement between the YouthTruth, a project of the Center for Effective Philanthropy, Inc., ("CEP") and the client organization ("Client") confirms your participation and agreement to the below terms.

Contact Information

Organization Name: **Fullerton School District**

Main Contact Name: **Jeremy Davis**

Main Contact Phone: **(714) 447-7400**

Main Contact Title: **Assistant Superintendent**

Main Contact Email: **jeremy_davis@myfsd.org**

Billing Contact:

Billing Contact Phone:

Billing Contact Email:

Billing Address:

Payment & Timing

Total Annual Cost (to be completed by YouthTruth): \$46,940 per year (which includes a \$9,360 discount each year)

3-Year Package: Yes No Notes:

Select survey window for years :

(If needed, please contact YouthTruth to switch survey windows in year two and three.)

Sept 16 - Sept 27

Oct 7 - Oct 18

Oct 28 - Nov 8

Nov 25 - Dec 6

Jan 21 - Jan 31

Feb 3 - Feb 14

Feb 18 - Feb 28

Mar 16 - Mar 27

Apr 13 - Apr 24

May 11 - May 22

May 25 - June 5

Custom survey window (additional fee): **Last 3 weeks of January**

Products & Services

1. Choose survey type and enter number of schools

Student Survey High School(s) **5** Middle School(s) **17** Elementary School(s) (3rd grade up)

Customize student survey with Additional Topics (no more than two to three topics recommended)

All topics available for grades 6-12; *indicates topics available for grades 3-5.

Project-Based Learning*

General Health

School Safety* (Free)

Learning Styles

STEM*

Nutrition & Exercise

Drugs & Alcohol

Student Voice & Leadership

Student Motivation (includes Grit Scale)*

Emotional & Mental Health

2. Add other stakeholder surveys and enter number of schools

Staff Survey High School(s) **5** Middle School(s) **17** Elementary School(s)

Family Survey High School(s) **5** Middle School(s) **17** Elementary School(s)

3. Add Advisory Services

Group phone or webinar consultation.

Individual phone consultation for school leadership team. (Number of schools:)

In-person professional development workshop.

For school leaders

For students

For school board directors

Special Customization (to be completed by YouthTruth)

Custom Questions

Custom Analysis

Data Files

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

We'll send a welcome email with your account login and everything you need to know to get started 1-2 weeks before your survey window 1

Questions? Contact us toll free (415) 286-9538 or at hello@youthtruthsurvey.org

Parental Consent

Under applicable federal, state, and local laws, the client may be required to collect informed parental consent for students to participate. CEP presumptively assumes that this consent has been collected, if necessary, by the time of survey administration. YouthTruth has provided a sample parental consent letter (available to download at youthtruthsurvey.org/parentalconsent) that clients are welcome to edit for their own purposes.

Confidentiality

CEP will not reveal any survey data about, nor attribute any data to, the client's district/network or school(s) in any publication other than the YouthTruth reports provided to the client without the client's expressed permission. CEP will not report findings for subgroups comprised of less than five students in any Youth-Truth reports, and will use all commercially reasonable efforts to protect the confidentiality of all individual student responses in YouthTruth reports and in any future research. CEP has a process in place to flag and communicate concerning comments to the client, and may disclose otherwise confidential responses where the responses contain allegations of abuse or explicit threats of harm to the student or others. CEP may cite your district/network and school(s) as YouthTruth Survey participants in its marketing materials, on its web site, and elsewhere.

Data Use by Clients

The client may use the YouthTruth findings in communications with internal and external audiences, make available representative portions of your YouthTruth report, quote from your report, or otherwise disclose your results. In doing so, the client agrees to cite CEP as having collected the data, produced the report, and maintained the confidentiality of individual respondents. The client is solely responsible for its use of the YouthTruth survey results, and any effects of such use. The client agrees that it has the right to provide staff contact information for CEP's use in administering the survey.

Data Use by YouthTruth

Subject to the rights of the client, students, and parents in survey data that comprise education records, CEP shall own all data collected or generated from the survey, all rights to the techniques and methodologies used to produce YouthTruth reports, and the copyright to all YouthTruth reports. CEP and its research partners may use the client's survey data in comparative datasets for products we may produce in future years or in research reports. CEP reserves the right to test a limited number of questions in our surveys.

Invoicing

The billing contact will be invoiced 30 days prior to survey administration, with payment due in full within 30 days. Invoices will be generated from and payment must be made to the Center for Effective Philanthropy.

Signed for The Center for Effective Philanthropy

X 

Jen Vorse Wilka
Executive Director, YouthTruth

Date: November 27th 2019

Legal Obligation

CEP is obligated to respond to a properly issued and served subpoena or other legal process, including reporting allegations of abuse or neglect as cited in student comments, according to the laws governing the client's state. Unless CEP is not permitted by law to disclose the fact or content of the subpoena or legal process, CEP will provide the client with timely notice of any such proceedings. Furthermore, it is assumed that the client will inform CEP of all relevant client policies and laws related to administering the survey and analyzing and reporting survey data.

Modification and Liability

No waiver, modification or amendment of this letter of agreement shall be binding upon either party unless confirmed by a written instrument signed by both parties. This letter of agreement shall be governed by the laws of the Commonwealth of Massachusetts excluding its choice of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this letter of agreement and waives any claim of inconvenient forum or other challenge to venue in any such court. If any portion of any provision of this letter of agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the original purpose of the provision and all other provisions shall continue in full force and effect. The client agrees that any liability that may arise under this agreement shall be limited in the aggregate to the amount actually paid to CEP for the services described in this agreement. CEP provides no express warranty with respect to such services and disclaims all implied warranties (including the warranties of merchantability and fitness for a particular purpose) to the fullest extent permitted by law.

Multi-Year and Pre-Post Surveying Discount

For multi-year packages or agreements covering multiple rounds of surveying in a single year, a separate invoice will be sent thirty (30) days prior to each round of surveying, with payment due in full within thirty (30) days. For multi-year agreements, a multi-year package discount ("Multi-Year Discount") is applied. Such Multi-Year Discount is applicable only if the Client satisfies all requirements and responsibilities of the agreement, including, but not limited to, Client's participation in the entirety of the multi-year agreement term. If, for any reason, the client fails to fulfill its contractual requirements and responsibilities, or otherwise elects to discontinue participation in the multi-year agreement prior to the end of the agreement term, the Multi-Year Discount shall be reversed, the Client shall be subject to forfeiting any amount(s) received under the Multi-Year Discount, and the balance shall be invoiced, with payment due in full within thirty (30) days.

Signed for Client Organization

X _____

Name: Robert Pletka
Title: Superintendent
Date: _____

Please submit school information and contacts via the [School Information Form](http://youthtruthsurvey.org/get-started) available at youthtruthsurvey.org/get-started

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

We'll send a welcome email with your account login and everything you need to know to get started 1-2 weeks before your survey window 2

Questions? Contact us toll free (415) 286-9538 or at hello@youthtruthsurvey.org

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation & Instructional Support

PREPARED: Jeremy Davis, Assistant Superintendent, Innovation & Instructional Support

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SAN JOAQUIN COUNTY OFFICE OF EDUCATION CENTER FOR EDUCATIONAL DEVELOPMENT AND RESEARCH TO PROVIDE ANNUAL PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION COMPONENTS AND SERVICES STARTING DECEMBER 2019.

Background: SEIS is the Special Education Information System. Fullerton School District (FSD) uses Powerschool as our Student Information System (SIS). Currently these two programs do not integrate which has caused a significant amount of work for both the Special Education/Student Services department and IIS. If information is incorrectly entered into the SEIS or SIS system, all errors have to be found manually, researched, and corrected. The state has recently made a change where all SEIS data will be incorporated into our CALPADS reporting and then verified by the local SELPA. This new data collection has been problematic for most districts in the state.

Rationale: The integration programming and maintenance will provide a system that allows Powerschool to sync all demographic data to SEIS and overwrite any errors. Powerschool will remain the authoritative data source for all demographic data for all students in FSD. This sync will allow us to lessen the burden of data management, error discovery and error resolution that has recently increased dramatically for multiple departments.

Funding: One-time cost not to exceed \$4,000 to be paid from the Unrestricted General Fund. Annual costs (including year one) of \$1.50 per special needs student in the SEIS database to be paid from the Unrestricted General Fund. The initial annual maintenance fee will be \$2,283 based on 1,522 students.

Recommendation: Approve Contract between Fullerton School District and San Joaquin County Office of Education Center for Educational Development to provide annual programming and maintenance of SEIS/SIS Integration components and services starting December 2019.

JD:rw
Attachment

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF CONTRACT**

November 2019

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Fullerton School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/CEDR setup/configuration cost for the development of all the SEIS/SIS integration components/services in the amount of \$4,000. A single invoice will be presented to Fullerton School District by CEDRs, commencing with the signing of this Contract in the amount of \$4,000 (four thousand dollars).

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$1.50 (one dollar and fifty cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be \$2,283 (two thousand, two hundred and eighty-three dollars) based on the student count as of the December 1, 2018 CASEMIS report of 1,522 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

Johnny Arguelles, Division Director Center for Educational Development and Research San Joaquin County Office of Education	Date
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Robert Pletka, Superintendent Fullerton School District	Date
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CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Yolanda McComb, Principal, Raymond School

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE PROFESSIONAL DEVELOPMENT FOR WRITERS WORKSHOP TRAINING AT RAYMOND SCHOOL ON DECEMBER 2-3, 2019**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide instructional coaching and strategies that are designed to improve student achievement and to effectively address closing the achievement gap by utilizing common core standards and an individual approach to teaching writing.

Rationale: Teachers and administrator will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. The Writers Workshop training will support teachers in the development of students to become effective writers and thinkers. This professional development will support the implementation of Writing Workshop using a lesson study approach for 13 Raymond Teachers. These teachers have asked for this training this year and are very happy to have the opportunity to take part in this lesson design coaching model.

Funding: Cost is not to exceed \$3,400 and is to be paid from site Title 1 budget (#212).

Recommendation: Approve/Ratify Agreement between Fullerton School District and Momentum in Teaching to provide professional development for Writers Workshop training at Raymond School on December 2-3, 2019.

JL:YM:nm
Attachment



PR #N2202243

INVOICE

Building momentum for teaching beyond the book

Date: 11/26/19
#511

To Raymond
Elementary
Yolanda McComb
517 N. Raymond
Fullerton, CA
92831
714) 447-7740

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	2 weeks after services rendered

Date of Service	Description	Cost of Service	Line Total
12/2/19 12/3/19	Professional development to the support the implementation of Writing Workshop using a Lesson Study approach.	\$1,700/presenter 1 presenter 2 days	\$3,400.00
	SERVICES COMPLETED – PAYMENT DUE		
			\$3,400.00

Make all checks payable to *Momentum in Teaching, LLC*

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1126 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant number 1126 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$2,159.01
Total	<u>\$2,159.01</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,159.01 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrant number 1126 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1209 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant number 1209 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$3,319.76
Total	<u>\$3,319.76</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$3,319.76 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrant number 1209 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B012 THROUGH 19/20-B018 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B012 through 19/20-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B012

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$272,340 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8550	Mandated Cost Reimbursements	-\$759
8560	State Lottery Revenue	53,419
8660	Interest	50,000
8699	All Other Local Revenue	-375,000
	Total:	-\$272,340

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$965,707
2000	Classified Salaries	206,629
3000	Employee Benefits	5,030
4000	Books and Supplies	14,009
5000	Services & Other Operating Expenses	-339,630
9789	Reserve for Economic Uncertainties	807,329
	Total:	-\$272,340

Explanation: This Resolution reflects budget adjustments in the First Interim Financial Report that will be presented at the December 10, 2019 Board Meeting which includes adjustments for one-time Mandated Cost reimbursements, e-rate credits, non-Proposition 20 Lottery and interest. It also includes various adjustments to expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B013

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$264,128 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8560	State Lottery Revenue	\$73,312
8590	All Other State Revenue	139,086
8699	All Other Local Revenue	57,303
8792	Transfers of Apportionments from County Offices	-5,573
	Total:	\$264,128

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$16,494
2000	Classified Salaries	-50,830
3000	Employee Benefits	-30,357
4000	Books and Supplies	1,051,614
5000	Services & Other Operating Expenses	312,629
6000	Capital Outlay	-305,000
7000	Other Outgo	-52,723
9789	Reserve for Economic Uncertainties	-677,699
	Total:	\$264,128

Explanation: This Resolution reflects budget adjustments in the First Interim Financial Report that will be presented at the December 10, 2019 Board Meeting which includes adjustments for Early Learning Inclusive Pre-School (ELIP), Proposition 20 Lottery and various school sites. It includes a decrease for Special Education and adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B014

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$12,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$12,000
	Total:	\$12,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$20,000
2000	Classified Salaries	11,000
3000	Employee Benefits	3,820
4000	Books and Supplies	-37,320
5000	Services & Other Operating Expenses	2,500
9789	Reserve for Economic Uncertainties	12,000
	Total:	\$12,000

Explanation: This Resolution reflects an increase in revenue for interest income and adjustments for projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B015

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$2,500 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CAPTIAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	<u>\$2,500</u>
	Total:	<u>\$2,500</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
9780	Other Designations	<u>\$2,500</u>
	Total:	<u>\$2,500</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for interest income in the Capital Facilities Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B016

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$20,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$20,000
	Total:	\$20,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
9780	Other Designations	\$20,000
	Total:	\$20,000

Explanation: This Resolution reflects an increase in revenue and expenditures for interest income in the Special Reserve for Capital Outlay Projects Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B017

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$21,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

WORKERS' COMPENSATION FUND 68

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	<u>\$21,000</u>
	Total:	\$21,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
9790	Undesignated/Unappropriated	<u>\$21,000</u>
	Total:	\$21,000

Explanation: This Resolution reflects an increase in revenue and expenditures for interest income in Workers' Compensation Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B018

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$7,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$7,000
	Total:	\$7,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
9790	Undesignated/Unappropriated	\$7,000
	Total:	\$7,000

Explanation: This Resolution reflects an increase in revenue and expenditures for interest income in the Property and Liability Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE DISCLOSURE COMPLIANCE OFFICER REPORT FOR 2018/2019 FOR COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE) AND FOR COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48 AMERIGE HEIGHTS)

Background: Fullerton School District (“School District”) is an issuer of municipal debt securities for financing school facility projects needed to serve students of the School District. Upon the issuance of each security, the District covenants, pursuant to a Continuing Disclosure Agreement or Certificate (“CDA”), to provide certain annual financial and operational information as well as notices to bondholders of the occurrence of certain enumerated events in order to comply with Securities and Exchange Commission (“SEC”) Rule 15c2-12 (“Rule”).

The District has implemented a written Policies and Procedures as part of its commitment to comply with its continuing disclosure obligations as described under the Rule and as covenanted in each CDA for all of its current outstanding securities. Pursuant to its Policies and Procedures, the Officer will present an annual summary report to the Governing Board related to the District's annual continuing disclosure. A copy of the Annual Summary Report is available for review in the Superintendent’s Office.

Rationale: An annual summary report is required as part of the written Policies and Procedures for Continuing Disclosure.

Funding: Not applicable.

Recommendation: Approve Disclosure Compliance Officer Report for 2018/2019 for Community Facilities District 2000-1 (District 40, Van Daele) and for Community Facilities District 2001-1 (District 48 Amerige Heights).

RC:MG:yd

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE THE AGREEMENT FOR A DSA PROJECT INSPECTOR TO KNOWLAND CONSTRUCTION SERVICES AS PART OF THE BOARD APPROVED AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PFMG SOLAR, LLC/CONSTELLATION

Background: On September 25, 2018, the Board of Trustees approved to adopt Resolution #18/19-14 granting a power purchase agreement between Fullerton School District and PFMG Solar, LLC/Constellation. The agreement will assist in the promotion of energy efficiency to achieve energy cost reductions in thermal, electrical and other energy consumed by the District. The installation of solar arrays as lunch shelters, carpports and shade structures at various sites will require inspections for compliance as set forth by The Division of the State Architect, (DSA).

Rationale: School construction projects are governed by the DSA. DSA reviews and approves construction plans for projects that meet specific criteria. The Solar Energy Project will reduce the price paid for electricity for the Fullerton School District. DSA has determined that due to the size of the scope of work required for the project, a second inspection firm is needed.

District staff recommends entering into an agreement with Knowland Construction Services for DSA inspection services. Knowland Construction Services is a full-service firm specializing in assisting school districts during the work process, installation of the various energy savings arrays, shelters, carpports, and shade structures.

Funding: The contract amount not to exceed \$110,000 is to be paid from the General Fund and will be reimbursed to Fullerton School District through PFMG Solar, LLC/Constellation for all cost associated with this agreement.

Recommendation: Approve the agreement for a DSA Project Inspector to Knowland Construction Services as part of the Board Approved Agreement between Fullerton School District and PFMG Solar, LLC/Constellation.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Knowland Construction Services, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide inspection services as set forth by the Division of The State Architect, (DSA). School construction projects are governed by the DSA, schools are required to enlist the services of professional DSA inspector services from start to finish providing proper documentation, review and plan approvals as set forth by the DSA. The DSA inspector, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **December 17, 2019** and will diligently perform as required and complete performance by **April 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred ten thousand dollars (\$110,000.00)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A (or N/A).

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Knowland Construction Services
33 Narcissa Drive
Rancho Palos Verdes, CA 90275

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 1^{0TH} DAY OF **December** 2019.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

By: Knowland Construction Services

Christopher Knowland

Christopher Knowland
President Daily Operations

On file 20-4112757

Taxpayer Identification Number

6

Independent Contractor Agreement
OCDE Legal Counsel Approved
4/1/19 SuptOffice

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE AND INSTALLATION OF SPORTS FIELD SURFACES LOCATED AT GOLDEN HILL ELEMENTARY SCHOOL

Background: On February 12, 2019 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC, Project No. 1-1-17463, for the purchase and installation of repair and safety improvement playground materials. The project included the removal of existing concrete curbs, hauling of damaged grounds materials and the installation of new bounce back safety surface for the students attending Golden Hill Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$281,457.21 will be paid from the Capital Facilities Fund and General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of sports field surfaces located at Golden Hill Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Golden Hill Elementary School, 732 Barris Dr., Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 12th day of February 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 10th day of December 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-17463 which included the removal of existing concrete curbs, hauling of damaged grounds materials and the installation of new bounce back safety surface for the students attending Golden Hill Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE ADDITIVE CHANGE ORDER #A FOR KYA SERVICES, LLC, FOR ADDITIONAL AREA CLEARING AND SITE PREPARATION OF THE GROUNDS LOCATED AT VALENCIA PARK ELEMENTARY SCHOOL

Background: On July 30, 2019, the Board of Trustees approved the award of a contract for KYA Services, LLC, Project No. 18568, under the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B. The approved Board item is for the replacement and installation of a failing irrigation system and ground cover.

Rationale: The original contract scope of work has been increased by the following changes:

Change Order #A

Change order to include an additional area clearing and site preparation in order to ready the school site grounds for the installation of a replacement irrigation system and natural grass via seed or sod. Change order in the amount of \$4,421.30

Funding: The new contract amount not to exceed \$316,921.30 will be paid from the General Fund.

Recommendation: Approve additive change order #A for KYA Services, LLC, for the additional area clearing and site preparation of the grounds located at Valencia Park Elementary School.

RC:SS:ys
Attachment



This is a legal agreement - please read carefully. Complete and initial all pages.

CHANGE ORDER - PRICING

Valencia Park - Field Replacement

Change Order A	Quantity U/M	Price	Value
Adjustment - G-3505-036 - Clear, Grub, and Haul - Site Preparation Installation Accessory For Outdoor Installations	1,790.00 EA	\$2.47	\$4,421.30
Total of Change Order A			\$4,421.30
Total Price			\$316,921.30

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance & Operations

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FACILITRON, INC., FOR FACILITIES MANAGEMENT PORTAL (WORK ORDERS), EFFECTIVE JANUARY 1, 2020 THROUGH JUNE 30, 2023

Background: The Fullerton School District has been utilizing the same program for work order management since 1998. This program no longer meets the needs of the District and the ever-increasing number of work requests submitted to be done throughout the District. Facilitron, Inc., will set up a website for the purpose of presenting, scheduling, renting, and administering of facilities and managing work orders.

The initial term of this agreement is from January 1, 2020 to June 30, 2023. Thereafter, the agreement shall continue on a month-to-month basis unless terminated by either party. The District may cancel this agreement at any time.

Rationale: Facilitron was Board approved on May 8, 2018, to manage our facility use requests. This new Facilities Management Portal will work in conjunction with our existing Facilitron program and will utilize a common calendar to better coordinate facility use and work order repairs. In addition, with Facilitron in place, the District will be in a position to more accurately track costs.

Funding: There are no up-front costs for this service. Per the attached agreement, commissions of 14% of the total client fee for facility use requests will be deducted from the client's payment.

Recommendation: Approve agreement between Fullerton School District and Facilitron, Inc., for facilities management portal (work orders), effective January 1, 2020 through June 30, 2023.

RC:SS:mm
Attachment

**Fullerton School District and Facilitron, Inc.
Facilities Management Portal Agreement**

This Facilities Management Portal Agreement (this “Agreement”) is made and entered into as of January 1, 2020 (the “Effective Date”), by and between Fullerton School District (the “Client”), and Facilitron, Inc., a Delaware corporation (the “Company”). The Client and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

W I T N E S S E T H

WHEREAS, the Company is the operator of a web platform that provides its customers with solutions and services for the presentation, scheduling and rental of facilities and management of work orders; and

WHEREAS, the Client desires to present, schedule, rent and administer its facilities and manage work orders on a web platform hosted by the Company (“the “Facilities Management Portal”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

- (a) **“Company Site”** shall mean the Company’s website maintained at www.facilitron.com and any successor or supplemental locations.
- (b) **“Client Site”** shall mean Client’s website maintained at: www.fullertonsd.org and any successor or supplemental locations.
- (c) **“End Users”** shall mean any employee, contractor or agent of Client, as well as individuals or outside group representatives who use the Facilities Management Portal.
- (d) **“Client Facilities”** shall mean the facilities that the Client intends to schedule, rent and administer using Facilities Management Portal.
- (e) **“Facilities Management Portal”** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of presenting, scheduling, renting and administering of facilities and managing work orders.
- (f) **“Services”** shall mean the act of implementing and operating Facilities Management Portal to present, schedule and administer internal and external use of Client Facilities and to manage work orders, providing additional offerings facilitating transactions, such as liability insurance and processing of payments and disbursements, providing customer support, facility based data analytics, best practices and other consultative services.

(g) “**Transaction**” shall mean the total of each reservation by an End-User. For example, if a reservation is made that includes twenty (20) uses of a Client Facility, the “Transaction” will be the total costs associated with all twenty (20) uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client’s limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client’s limited payment collection agent and that Company’s obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”). **The Client agrees to pay the Company a commission of 14% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client’s board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

(d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company’s books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm’s written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility booking websites equipped with photos, application and payment processing for each facility, (b) provisioning and populating the work order management platform, (c) maintaining the websites and calendar to ensure that the sites are functionable and actionable, (d) providing account management and customer personnel as are reasonably necessary to perform, maintain and manage the Services, (e) coordinating all administrative functions associated with the Services, and (f) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated availability data in a timely manner.

(b) The Client shall use reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks; Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Facilities Management Portal and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client shall not acquire

and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company shall comply with SOPIPA and California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is disclosed pursuant to legal, judicial or

administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.

9. Representations and Warranties.

(a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:

(i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of Client or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security

agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Facilities Management Portal do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

(a) Term. The initial term of this Agreement shall be **from January 1, 2020 through June 30, 2023**. Company will be the provider of Client Facilities Management Portal for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the

non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client: Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn:
Telephone: (714) 447-7400

If to the Company: Chief Executive Officer
Facilitron, Inc.
PO Box 1935
Los Gatos, CA 95031-1935
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Orange County, California.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"

"COMPANY"

Fullerton School District

Facilitron, Inc.

By: _____

By: *M. Kapul*

Name: _____

Name: Mike Kapul

Title: _____

Title: President

Date: _____

Date: November 25, 2019

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation
SUBJECT: REJECTION OF BID NO. FSD-19-20-MF-01 TRANSPORTATION DEPARTMENT MODULAR BUILDING

Background: Subsequent to the required advertising and bid solicitation for Bid No. FSD-19-20-MF-01 for Transportation Department Modular Building, sealed bids were submitted for the proposed project. Bids that were submitted were well over the estimate cost calculated by the District. It was determined that it is in the best interest of the District to reject the bid.

Rationale: Board approval is required for the rejection of all bids

Funding: No Impact

Recommendation: Rejection of the Bid No. FSD-19-20-MF-01 Transportation Department Modular Building.

RC:MM

CONSENT ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on November 18, 2019.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:jb
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 11/18/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 12/10/19**

LEGEND

Acronym	Definition
ASP	After-School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
NLA	No longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 11/18/19
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:12/10/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	7045		39 month rehire list					
Argueta Varela	Edgar	Gardener	Add Classification Gardener to current Custodian I-Sub classification	10/18/19	53	0.00	547	B19/1
Cowing	Kristine	Instructional Assistant/Reg- SUB	Add Instructional Asst/Reg- SUB classification to current Play. Sup (SUB)	11/1/19	99	0.00	100	B11/1
Employee ID	3427		CFRA Leave 10/14/19- 11/8/19	10/16/19				
Employee ID	5546		CFRA Leave 10/21/19- 1/3/19					
Employee ID	7207		CFRA leave 9/11/19- 11/18/19					
Rangel	Frank	Transporter Food Service	Extra Summer Work 20 hours	7/11/19	90	20.00	606	B20/6
Employee ID	4941		FMLA 11/1/19-12/1/19					
Singh	Parveen	Account Clerk I	Hire Probationary Status	10/29/19	90	6.00	606	B20/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Gonzalez	Sylvia	Instructional Assistant/SE I	Hire Probationary Status	10/11/19	19	4.50	126	B14/1
Huerta	Evelin	Instructional Assistant/SE I	Hire Probationary Status	10/4/19	60	3.50	310	B14/4
Lozada	Daniela	Instructional Assistant/SE I	Hire Probationary Status	10/21/19	19	18.00/wk	126	B14/1
Islas	Edder	Instructional Assistant/SE II	Hire Probationary Status	11/4/19	54	6.00	242	B16/1
Miscia	Dana	Registered Associate	Hire regular status	10/28/19	17	24.00/wk	504	18.00/hour
Alcocer	Daniel	Custodian I/SUB	Hire Sub Status	10/23/19	53	0.00	542	B17/1
Trevino	Jessica	Custodian I/SUB	Hire Sub Status	10/17/19	53	0.00	542	B17/1
Lopez	Leah	Instructional Assistant/Expanded Learning-SUB	Hire Sub Status	10/17/19	99	0.00	100	B11/1
Ahmed	Hebaa	Instructional Assistant/Rec-SUB	Hire Sub Status	10/11/19	99	0.00	100	B11/1

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Chong	Kiana	Instructional Assistant/Reg	Hire Sub Status	10/22/19	99	0.00	100	B11/1
Velazquez	Maria	Instructional Assistant/Reg	Hire Sub Status	10/7/19	24	0.00	100	B11/1
Caballero	Crystal	Instructional Assistant/Reg- SUB	Hire Sub Status	10/24/19	99	0.00	100	B11/1
Brito	Lizbeth	Instructional Assistant/SE I SUB	Hire Sub Status	10/14/19	99	0.00	121	B11/1
Preston	Sarah	Instructional Assistant/SE I SUB	Hire Sub Status	10/30/19	99	0.00	121	B11/1
Torres	Alicia	Instructional Assistant/SE I SUB	Hire Sub Status	10/23/19	99	0.00	121	B11/1
Guerro	Sandra	Playground Supervisor-SUB	Hire Sub Status	10/30/19	99	0.00	100	B11/1
Mata	Cynthia	Playground Supervisor-SUB	Hire Sub Status	10/14/19	11	0.00	100	B11/1
Patmon	Erica	Playground Supervisor-SUB	Hire Sub Status	10/14/19	11	0.00	100	B11/1

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Tallant	Sandra	Playground Supervisor-SUB	Hire Sub Status	10/28/19	15	0.00	100	B11/1
Valdez	Erika	Playground Supervisor-SUB	Hire Sub Status	10/1/19	99	0.00	100	B11/1
David	Joni	After School Program Site Lead	Increase hour from 30 to 40	8/5/19	60	8.00	40%-085 25%-085 35%-329	B18/6
Sibal	Wilma	Instructional Assistant/Reg	Increase Hours from 15 18.75/wk	9/9/19	16	4.00	304	B11/2
Manuel	Dawne	Instructional Assistant/Reg	Increase hours from 3.0 to 3.75	9/23/19	26	3.00	100	B11/1
Dibble	Julie	Food Service Assistant I	Increase hours from 3.8 to 4.0	10/7/19	90	4.00	606	B08/6
Thyr	Rose	Food Service Assistant I	Increase Hours from 4.0 to 4.5/day	10/7/19	90	4.00	606	B08/6
Sheehan	Colleen	Food Service Assistant I	Increase in hours from 4.50 to 5.00 per day	10/7/19	90	4.50	606	B08/6
Huntly	John	Instructional Assistant/Rec	Increase of hours from 18.5 to 19.5/wk	8/12/19	60	3.50	085	B11/2

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Somoza	Marie	Playground Supervisor	Increase of hours from 8.50 to 10.17 hours/wk	8/12/19	26	2.03	100	B11/1
Perez	Melissa	Supervisor Child Dev. Services	Longevity Increase to 6%	11/1/19	60	8.00	329	M9/3
Employee ID	4660		Medical Leave 10/13/19-11/13/19					
Employee ID	428		Medical Leave 10/14/19-11/4/19					
Employee ID	7612		Medical Leave 10/15/19-1/15/2020					
Employee ID	2697		Medical leave 10/24/19-1/6/2020					
Employee ID	926		Medical Leave 10/30/19-approx 1/30/20.					
Employee ID	1428		Medical Leave 10/9/19-2/10/20					
Employee ID	269		Medical Leave 11/4/19-12/16/19					

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Employee ID	975		Medical Leave 9/26/19-1/1/2020					
Employee ID	7562		PDL 9/28/19-11/23/19					
Martinez	Gumercindo	Irrigation and Sprinkler Repairer	Promotion from Gardener to Irrigation and Sprinkler Repairer	9/27/19	53	8.00	547	B28/3
Cortez	Dolores	State Preschool Service Assistant/BB	State Preschool Service Assistant/BB	10/7/19	60	8.00	310	B18/5
Rodriguez Merced	Daniela	Instructional Assistant/Rec	Re-instate to IA/Rec	10/14/19	60	3.90	85	B11/5
Maya Rojas	Sebastian	Playground Supervisor-SUB	Reinstatement	10/29/19	28	0.00	100	B11/1
Duran	Aurora	Instructional Assistant/SE I	Related to class transfer from IA/SE I to IA/SE II-add 2% medical stipend	9/16/19	22	3.00	125	B14/2
Lopez	Jesus	Instructional Assistant/Rec	Resignation will not remain as a SUB	10/24/19	12	17.75/wk	100	B11/3
Chu	Nina	Instructional Assistant/Reg	Resignation will not remain as a SUB	10/25/19	60	17.50/wk	310	B11/2
Cobb	Delayna	Instructional Assistant/SE I	Resignation will not remain as a SUB	10/25/19	60	17.50/wk	310	B14/2
Collins	Cristina	Instructional Assistant/SE I	Resignation will not remain as a SUB	10/25/19	23	17.50/wk	122	B14/2
Montero	Maria	Instructional Assistant/SE I	Resignation will not remain as a SUB	10/30/19	29	3.00	121	B14/2

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Ramirez	Andrew	Instructional Assistant/SE II	Resignation will not remain as a SUB	11/4/19	12	3.00	122	B14/2
Zavala	Mayra	Health Assistant/BB	Resignation will remain as SUB	10/24/19	22	18.74/wk	402	B18/2
Verity	Amy	Instructional Assistant/Rec	Resignation will remain as SUB	10/25/19	15	15.50/wk	100	B11/1
Capacete	Cristina	Instructional Assistant/SE I	Resignation will remain as SUB	10/11/19	19	2.00	126	B14/2
Aldana	Stephanie	Custodian I/SUB	Separation NLA	10/17/19	53	0.00	565	B17/1
Guerra	Rafael	Custodian I/SUB	Separation NLA	10/14/19	53	0.00	542	B17/1
Rios	Edgardo	Custodian I/SUB	Separation NLA	10/8/19	53	0.00	565	B17/1
Rodriguez	Jesus	Custodian I/SUB	Separation NLA	10/31/19	53	0.00	533	B17/1
Vazquez	Michelle	Instructional Assistant/Reg-SUB	Separation NLA	10/28/19	99	0.00	100	B11/1
Barton	Kyra	Instructional Assistant/SE I SUB	Separation NLA	10/2/19	54	0.00	420	B14/1
Maya Rojas	Sebastian	Playground Supervisor-SUB	Separation NLA	10/9/19	28	0.00	100	B11/1
Bosse	Monique	Supervisor Child Dev. Services	Separation NLA	10/21/19	60	8.00	275	M09/3
Oaks	Linda	Technology, Library, and Media Assistant-SUB	Separation NLA	10/9/19	23	0.00	409	B21/1

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David	Joni	After School Program Site Lead	Service Retirement	11/1/19	60	8.00	329-40% 085-25% 085-35%	B18/6
Katz	Deborah	Instructional Assistant/SE I	Service Retirement	10/12/19	15	6.00	242	B14/6
Welz	Catherine	Instructional Assistant/Rec	Step Increase to 2	11/1/19	60	3.90	85	B11/2
Guardado	Sarai	Instructional Assistant/Reg	Step Increase to 2	11/1/19	18	3.00	100	B11/2
Hen	Valerie	Instructional Assistant/Reg	Step Increase to 2	11/1/19	25	3.00	302	B11/2
Terriguez	Jose	Custodian I	Step Increase to 3	11/1/19	53	8.00	542	B17/3
Ponce	Rosa	Food Service Assistant I	Step Increase to 3	11/1/19	90	2.00	606	B8/3
Wolfe	Kelly	Occupational Therapist	Step Increase to 3	11/1/19	54	8.00	505	B14/3
Garcia	Diana	Personnel Tech I	Step Increase to 3	11/1/19	51	8.00	521	B23/3
Daniels	Troy	Instructional Assistant/Rec	Step Increase to 4	11/1/19	26	3.20	100	B11/4
Gala De	Joshua	Instructional Assistant/Rec	Step Increase to 4	11/1/19	15	3.10	100	B11/4
Emsais	Margaret	Instructional Assistant/SE I	Step Increase to 4	11/1/19	10	6.00	130	B14/4

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Truong	Ai-Hanh	Instructional Assistant/SE I	Step Increase to 4	11/1/19	20	6.00	122	B14/4
Mata	Alma	Social Service Assistant	Step Increase to 4	11/1/19	55	6.00	224	B17/4
Olivares	Jessica	Social Service Assistant	Step Increase to 4	11/1/19	20	6.00	304	B17/4
Manzano Garcia	Ludwin	Maintenance Worker II	Step Increase to 5	11/1/19	53	8.00	533	B27/5
Belloso	Araceli	Clerical Assistant II BB	Step Increase to 6	11/1/19	51	8.00	510	B20/6
Abutan	Corazon	Food Service Assistant I	Step Increase to 6	11/1/19	90	1.50	606	B8/6
Nili	Ruth	Health Assistant	Step Increase to 6	11/1/19	15	3.75	402	B17/6
Anahuac	Citlalli	School Office Manager	Step Increase to 6	11/1/19	28	8.00	403	B25/6
Sem	Rosanne	Instructional Assistant/Special Ed II B	Temporary Additional Hours-13 hours	9/23/19	12	13.00	302	B14/4
Montero	Maria	Instructional Assistant/SE I	Temporary Additional Hours-3.0 hours M/T/TH/F and 1.5 on Wed (13.5 wk)	8/26/19	29	3.00	121	B14/2
Mehta	Katheryn	Instructional Assistant/SE I	Temporary additional hours-3.0/day	8/26/19	90	3.00	606	B14/2
Arteaga Villanueva	Cinthia	Clerical Assistant II BB	Temporary Additional Hours-4.50 hours	10/28/19	90	24.00/wk	606	B20/4

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Arteaga	Cinithia	Clerical Assistant II BB	Temporary Additonal Hours	8/9/19	90	6.15	606	B20/4
Webb	Brooke	Computer Technician I	Temporary Additonal Hours	8/9/19	90	6.15	606	B30/5
Abutan	Corazon	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/5
Adams	Pamela	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B16/6
Arroyo	Gloria	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Arroyo	Gloria	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Benitez	Claudia	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Brady	Angela	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Brady	Angela	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Bui	Le-Nga	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Canadas	Alma Alicia	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Canadas	Alma Alicia	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6

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Ceja	Yajaira	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/4
Ceja	Yajaira	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/4
Chavez	Carla	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/4
Chavez	Carla	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	
Choi	Diane	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/2
Cipriano	Christy	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/4
Cipriano	Christy	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/4
Cornejo	Maria	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Cornejo	Maria	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Dibble	Julie	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Dibble	Julie	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Estrada	Rally	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6

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Estrada	Rally	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Francis	Jeanette	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/4
Hammouri	Hana	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Hernandez	Raylene	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/1
Jimenez	Shirley	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/1
Lang	Kim	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Lee	Vanessa	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Luna	Cristina	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/4
Maciel	Rosa	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Magdaluyo	Paulita	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Mak	Tai	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Miller	Penny	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6

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Moreira	Maria	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Munoz	Martha	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Ocampo	Lara	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Ocampo	Lara	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Osborn	Marian	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Osborn	Marian	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Pham	Thanh	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Ponce	Rosa	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/2
Ponce	Rosa	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/2
Powell	Janet	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Ramirez	Francisca	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Ramirez	Francisca	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6

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Romero	Maria Isabel	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Ruiz	Rosa	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Sheehan	Colleen	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Sheehan	Colleen	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Stenos	Evangelia	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Sukhadia	Jayantika	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Sukhadia	Jayantika	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Surjanto	Esther	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Surjanto	Esther	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Tan	Chai Boay	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Thomas	Seham	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Thomas	Seham	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6
Thyr	Rose	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Thyr	Rose	Food Service Assistant I	Temporary Additonal Hours	8/7/19	90	8.00	606	B08/6

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Valencia	Ana	Food Service Assistant I	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/6
Eyzaguirre	Maritza	Food Service Assistant I-sub	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/1
Molina	Karla	Food Service Assistant I-sub	Temporary Additonal Hours	8/9/19	90	6.15	606	B08/1
Aguiniga	Guadalupe	Food Service Assistant II	Temporary Additonal Hours	8/7/19	90	8.00	606	B12/6
Aguiniga	Guadalupe	Food Service Assistant II	Temporary Additonal Hours	8/9/19	90	6.15	606	B12/6
Boden	Julie	Food Service Assistant II	Temporary Additonal Hours	8/7/19	90	8.00	606	B12/6
Boden	Julie	Food Service Assistant II	Temporary Additonal Hours	8/9/19	90	6.15	606	B12/6
Castaneda	Janessa	Food Service Assistant II	Temporary Additonal Hours	8/7/19	90	8.00	606	B12/6
Castaneda	Janessa	Food Service Assistant II	Temporary Additonal Hours	8/9/19	90	6.15	606	B12/6
Ordway	Tracy	Food Service Assistant II	Temporary Additonal Hours	8/7/19	90	8.00	606	B12/6
Ordway	Tracy	Food Service Assistant II	Temporary Additonal Hours	8/9/19	90	6.15	606	B12/6
Tan	Poh	Food Service Assistant II	Temporary Additonal Hours	8/9/19	90	6.15	606	B12/6
Terrell	Monaca	Food Service Assistant II	Temporary Additonal Hours	8/7/19	90	8.00	606	B12/6
Terrell	Monaca	Food Service Assistant II	Temporary Additonal Hours	8/9/19	90	6.15	606	B12/6
Bode	Shelly	Food Service Assistant III	Temporary Additonal Hours	8/9/19	90	6.15	606	B16/6
Illigworth	Shannon	Supervisor of Nutritional Services	Temporary Additonal Hours	8/7/19	90	8.00	606	M10/1
Rangel	Frank	Transporter Food Service	Temporary Additonal Hours	8/9/19	90	6.15	606	B20/6
Mondragon Rivera	Claudia	Food Service Assistant I	Temporary Additonal Hours-23 hours	10/9/19	90	2.50	606	B08/6

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Benitez	Claudia	Food Service Assistant I	Temporary Additonal Hours-50 hours	9/5/19	90	0.80	606	B08/6
Tan	Chai Boay	Food Service Assistant I	Temporary Additonal Hours-65 hours	9/5/19	90	1.30	606	B08/6
Munoz	Martha	Food Service Assistant I	Temporary Additonal Hours-92 hours	10/7/19	90	2.80	606	B08/6
Presley	Keiera	Instructional Assistant/Rec	Transfer from Acacia (ASP) to Rolling Hills (ASP)	8/12/19	60	3.90	85	B11/2
Thames	Jessi	Instructional Assistant/Reg	Transfer from Valencia Park to Nicolas Jr. High-Increase hours from 15.0/wk to 16.25/wk.	10/3/19	28	3.25	383	B11/1
Acuna	Jo	Instructional Assistant/SE II	Voluntary reduction of hours	9/18/19	17	28.00	242	B14/6
Franco	Graciela	Playground Supervisor	Voluntary Reduction of Hours	8/12/19	28	1.70	100	B11/1
Weatrowski	Rebecca	Technology. Library, and Media Assistant	Working out of class Technology, Library and Media Assistant to Technical Support Specialist I	10/7/19	59	8.00	409	B26/5
Arambula	Cristina	Instructional Assistant/BB	Working out of class-IA/BB to ASP Site Lead-NTE 22.5/wk	9/16/19	60	22.50	85	B18/5
Arellano	Blanca	Instructional Assistant/BB	Working out of class-IA/BB to ASP Site Lead-NTE 22.5/wk	9/16/19	60	22.50	85	B18/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 11/18/19
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON:12/10/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
<p>This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.</p> <p>_____ Chairperson</p>								
<p>This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.</p> <p>_____ Clerk/Secretary</p>								

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Laurie Bruneau, Director of Risk Management

SUBJECT: APPROVE/RATIFY ADDENDUM #1 TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RETURN-TO-WORK PARTNERS FOR CONSULTING SERVICES EFFECTIVE JUNE 1, 2019 – JULY 1, 2020.

Background: Board approval was granted on May 21, 2019 (Board Agenda item #1h) for providing consulting services to the Fullerton School District for employee-related injuries/illnesses. Return to Work Partners will provide disability management consultation to the Risk Management Department and Personnel Services team to ensure that the District meets its' legal requirements under the American Disability Act (ADA) and Fair Employment and ACT (FEHA). Addendum #1 is requested for an increase to the “not to exceed” amount by \$20,000, total contract now not to exceed \$40,000.

Rationale: Retaining the services of an experienced disability management provider will allow the District to mitigate and reduce high liability claims.

Funding: The cost of these services will be paid from the General Fund (01) at the above referenced hourly rates in original contract.

Recommendation: Approve/Ratify Addendum #1 to the Agreement between Fullerton School District and Return-to-Work Partners for consulting services effective June 1, 2019 – July 1, 2020.

CH:LB:lc
Attachment

ADDENDUM #1

APPROVE/RATIFY ADDENDUM #1 TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RETURN-TO-WORK PARTNERS FOR CONSULTING SERVICES EFFECTIVE JUNE 1, 2019 – JULY 1, 2020.

This addendum is being submitted for contract cost adjustment due to the increase number of claims requiring additional consulting services to the Fullerton School District for employee-related injuries/illnesses therefore increasing the “not to exceed” amount. Board item was originally submitted and Board approved on May 21, 2019 (Board Item #1h).

Original “not to exceed” amount: \$20,000

First Increase “not to exceed” amount: \$40,000
(Addendum #1)

Robert Pletka, Superintendent
Fullerton School District

Date

Steve Monjaras, President
Disability Compliance Consultant
Return to Work Partners

Date

CH:LB:lc

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Julie Graham, Principal, Beechwood School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND HEINEMANN TO PROVIDE PROFESSIONAL DEVELOPMENT FOR BEECHWOOD AND ACACIA TEACHERS ON JANUARY 6, 2020**

Background: Beechwood School is proud of their continued commitment to deepening their professional learning. Our teachers are committed to sharing, sustaining, and expanding the work that they did in partnership with Cotsen specifically in Balanced Literacy. Last year, Beechwood teachers participated in a book study on student learning and wanted to extend this work with professional development from the author and consultant, Kristine Mraz. Beechwood was awarded a \$1,000 PAR Mini Grant that impacts all teachers Grades K-6 as teachers work collaboratively with this consultant to learn about social emotional learning and mindset, specifically in the balanced literacy classroom. We have invited the staff from Acacia to attend as a joint staff professional development opportunity, due to our history of shared learning, association with Cotsen, and common implementation of components of balanced literacy at our sites. PAR Grant and site funds from both schools will be used to fund this opportunity.

Rationale: All K-6 teachers will have the opportunity to work with a consultant, Kristine Mraz, during a personalized and differentiated staff development day focused on social emotional learning in relation to balanced literacy.

Funding: Cost is not to exceed \$2,880, with \$1,000 to be paid from PAR budget (#306), \$1,000 from Beechwood site budget (#304), and \$880 from Acacia site budget (#812).

Recommendation: Approve Agreement between Fullerton School District and Heinemann to provide professional development for Beechwood and Acacia teachers on January 6, 2020.

JL:JG:tk



DEDICATED TO TEACHERS™

361 Hanover Street
Portsmouth, NH 03801-3912

PR#N2202245

Phone (603) 431-7894
Fax (603) 431-7840
(603) 431-4971

www.pd.heinemann.com

PD Offering: Custom PD with Kristine Mraz

Date(s): 1/6/2020 - 1/6/2020

Location: Fullerton, CA

Number of Participants: 40

Total Fee: \$2,880

Contact: Emily McDougall

Organization: Beechwood School

The Fee for the Engagement is inclusive of the consultant's fee and expenses related to the seminar.

Contract and Purchase Order is due for the full amount of this agreement by: 12/12/2019. The above date(s) are not secured until Heinemann has received the required purchase order.

ACCEPTED AND AGREED

Signed: *Julie Graham* Date: _____

Name (print): Julie Graham Title: Principal

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. FEES

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-3912, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-3912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at marie.calvi@heinemann.com.

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5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here


N2202245

Proposal



361 Hanover Street • Portsmouth, NH 03801

Date: November 15, 2019

To:

Emily McDougall
Beechwood School
780 Beechwood Ave
Fullerton, CA 92835

From:

Michelle Flynn
Michelle.flynn@heinemann.com
Phone: 800-541-2086 ext 1117

Heinemann Professional Development is very pleased that you are interested in scheduling a day of professional development with us. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

Custom PD			
Proposed Service	Description	Proposed Dates	Pricing
<i>Professional Development – Kristi Mraz</i>	One day of On-Site PD with Heinemann consulting author Kristi Mraz	January 6, 2020	\$2,880.00
	Cost is all-inclusive, covering per diem fees and all related travel expenses.		
<i>Quote Valid for 30 days.</i>		TOTAL:	\$2,880.00

This is a quote only, not a contract. Purchase order for the full amount is required to move to contract.

CONSENT ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Helene Morris, Director of Administrative Services

SUBJECT: **APPROVE/RATIFY CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND MATRIX IMAGING PRODUCTS, INC. FOR THE SECURE SCANNING OF STUDENT PERMANENT RECORD CARDS EFFECTIVE NOVEMBER 16, 2019**

Background: The California Association of School Business Officials (CASBO) provides guidelines for the secure storage and retention of student records. Records Storage is a function of Records Management, addressing the retention of original records or copies (whether photographed, micro-photographed, or otherwise reproduced on film or electronic media) and the development of a systematized storage plan and indexing with respect to preservation, easy retrieval for later use, or final destruction and disposal.

Rationale: Matrix Imaging offers almost 20 years of experience implementing enterprise content management (ECM) solutions and servicing organizations with document management services. Through their services, they personally pick up, scan, ensure quality control, and upload each student's Permanent Record card to the Matrix Cloud. Benefits of the Matrix Cloud include immediate content access with 24/7 on-site security personnel and engineers specializing in security, network monitoring, fault monitoring, resolution, and disaster recovery, which assures that FSD student information is safe and readily accessible. The Matrix Cloud also meets the latest Health Insurance Portability and Accountability Act (HIPPA) and industry compliance regulations

Funding: Cost not to exceed \$4,000 from the General Fund (01).

Recommendation: Approve/Ratify Contractor Agreement between the Fullerton School District Matrix Imaging Products, Inc. for the secure scanning of student permanent record cards effective November 16, 2019.

CH:HM:ac
Attachment

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Matrix Imaging Products Inc.

Name of Independent Contractor

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide FSD Student Records Scanning Quality Control, Upload to Matrix Cloud, Indexing and Manual Preparation of 9,053 records hereinafter referred to as "Services." (Describe services or refer to a written proposal and attach the proposal as an exhibit to the Agreement.)

Services shall be provided by N/A

(Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on November 16, 2019, and will diligently perform as required and complete performance by November 16, 2019.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed three thousand nine hundred ninety seven dollars and 66/100 Dollars (\$3,997.66). District shall pay Contractor according to the following terms and conditions:
N/A

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: (Describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A.) N/A

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless.** Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. **Insurance.** Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed

insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000 Employers' Liability

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: Helene Morris

Contractor:
Name:
Address:
City, ST, Zip:
Attn:

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 11 day of December 2019

FULLERTON SCHOOL DISTRICT

CONTRACTOR NAME:

By: _____

By: James Linhart

(Signature) _____

(Signature) [Signature]

Title:

Title: Vice President

Date:

Date: 12/4/19

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

Taxpayer I.D. Number: 20-260-1827

DISCUSSION/ACTION ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY TENTATIVE AGREEMENT (TA) BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #130 (CSEA) AND FULLERTON SCHOOL DISTRICT FOR JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: The Board of Trustees takes action to approve agreements between the District and its various associations. The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Board of Trustees for public disclosure of the major provisions of the agreement (as provided in the “Public Disclosure of Proposed Bargaining Agreement”), in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Rationale: A Tentative Agreement for July 1, 2019 through June 30, 2020 has been reached between the District and CSEA and now must be formally ratified by the Board of Trustees.

Funding: General Fund.

Recommendation: Approve/Ratify Tentative Agreement (TA) between California School Employees Association, Chapter #130 (CSEA) and Fullerton School District for July 1, 2019 through June 30, 2020.

CH:nm
Attachments

TENTATIVE AGREEMENT
between the
FULLERTON SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
FULLERTON ELEMENTARY CHAPTER NO. 130
for 2019-2020 Contract Negotiations

November 13, 2019

This Tentative Agreement reflects the full and complete agreement between the California School Employees Association and its Fullerton Elementary Chapter #130 (CSEA) and the Fullerton School District for 2019-2020 Contract Negotiations for the 2019-2020 school year.

ARTICLE 6 PAY AND ALLOWANCES & APPENDIX A SALARY SCHEDULE

6.1 REGULAR RATE OF PAY: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rate established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as a part of this Agreement. For employees receiving shift differential and longevity, regular rate of pay shall include the shift differential and longevity they are receiving.

6.1.1 Employees in the bargaining unit shall be paid twice monthly as per current practice **unless the employee directs payroll otherwise and then the employee shall be paid once monthly.**

6.1.2 The parties agree to increase the classified salary schedule in Appendix A by one **and a half** percent (**1.5%**) on salary schedule adjustment retroactive to ~~January 1, 2019~~ **July 1, 2019** for employees who are in paid status with the District at the time of Association ratification.

~~An one-time~~ off salary schedule one-time payment equal to one **and a half** percent (**1.5%**) of an employee's ~~2018-2019~~ **2019-2020** base salary as listed on the ~~2018-2019~~ **2019-2020** salary schedule (effective ~~January 1, 2019~~ **July 1, 2019**) who are in paid status with the District at the time of Association ratification. The ~~one-time~~ off the salary schedule one-time payment shall be paid within 90 days of the Fullerton School District Board of Trustees ratification.

In the event any other bargaining unit within the Fullerton School District receives a salary schedule percentage increase and/or an off-schedule increase in excess of that offered classified unit members, the classified unit members shall be paid the percentage difference for the same period as was agreed to **with** the other bargaining unit.

- 6.4 RATE OF MOVEMENT TO CLASS WITH A HIGHER SALARY RANGE:** In determining the salary for an employee who is promoted, the following procedure shall be used:
- 6.4.1** Find the present monthly salary on the new salary range and advance one step.
 - 6.4.2** If the present monthly salary is between steps on the new range, placement shall be at the step above the next higher step.
 - 6.4.3** If the present salary is not indicated on the new salary range, placement is on step one (1), but must be at least an approximate 5 percent increase.
- 6.10 Working Out of Classification:** ~~Agree to further discussion on Out of Class Pay when parties meet midyear in January 2013.~~ **Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days within a fifteen (15) calendar day period, provided that his/her salary is adjusted according to the salary for the position which the employee is being required to perform duties for the entire period he/she is required to work out of classification.**
- 6.10.1** If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards nor downwards.
 - 6.10.2** If the employee is asked to perform work in a higher paying classification, the employee's salary shall be adjusted as described in Article 6.4.
- 6.11 Bilingual and Biliterate Pay:** Principals/department administrators shall recommend and the Assistant Superintendent Personnel Services or their designee shall approve or disapprove the positions in each school/department that requires bilingual (speaking and verbal translating) skills and/or bilingual/biliterate skills (speaking, verbal translating, reading, writing, and written translation).
- 6.11.1** Bilingual Stipend: If an employee speaks and verbally translates in a language other than English in his/her regular job assignment on a regular basis, the employee with the recommendation of the principal/department administrator and the approval of the Assistant Superintendent Personnel Services or their designee shall be compensated an additional one and one half percent (1.5%) added to base salary upon successfully attaining a passing score on the District bilingual assessment.

6.11.2 Bilingual/Biliterate Stipend: If an employee speaks, verbally translates, reads, writes, and performs written translation in a language other than English in his/her regular job assignment, the employee with the recommendation of the principal/department administrator and the approval of the Assistant Superintendent Personnel Services or their designee shall be compensated an additional two and a half percent (2.5%) added to base salary upon successfully attaining a passing score on the District bilingual/biliterate assessment.

6.11.3 Employees may schedule an appointment with Personnel Services to voluntarily complete either the District's bilingual or bilingual/biliterate assessments at any time. An Employee's passing score on either assessment shall remain valid and on record in an employee's personnel file for no less than 1 year. An employee's previous service in a job classification requiring bilingual and/or bilingual/biliterate job duties for the entire class as part of the regularly assigned duties shall be held as equivalent to an employee achieving a passing score on the corresponding assessment and shall remain valid and on record in an employee's personnel file for no less than 1 year.

6.11.4 Employees obtaining a passing score on either of the District's bilingual or bilingual/biliterate assessments who believe their position should be assigned a bilingual stipend may make a request to the Assistant Superintendent Personnel Services or their designee to receive compensation under section 6.11.2 or 6.11.3 based on student or community need. The Assistant Superintendent Personnel Services or their designee shall meet and confer with the employee and/or the employee's Association representative to consider and make a determination on the request for a stipend. The Assistant Superintendent Personnel Services or their designee shall notify the employee of the decision to award or deny the stipend within 15 business days. If the stipend request is denied, the employee may schedule a meeting with the Assistant Superintendent Personnel Services or their designee to discuss and/or receive in writing the reasons for the denial of the stipend.

6.11.5 Bilingual or bilingual/biliterate compensation will solely be tied to the position and not the employee. If the employee is transferred from one position to another, the bilingual or bilingual/biliterate compensation will stop immediately unless the employee's new position has already been established by the Assistant Superintendent Personnel Services or their designee as a position eligible to be assigned additional bilingual or bilingual/biliterate compensation.

6.11.6 Employees in job classifications requiring bilingual and/or bilingual/biliterate job duties for the entire class as part of the regularly assigned duties shall not receive the stipends in 6.11.1 or 6.11.2 as the language skills were considered in placing the classification on the salary schedule.

[All other Sections, Subsections, and language of this article remain unchanged.]

ARTICLE 8 HEALTH INSURANCE

8.1 HEALTH BENEFIT LEVELS:

8.1.1 Employees shall be covered through the term of this Agreement by health plans provided by the SISC, except as specifically provided otherwise below.

8.1.2 Effective **October 1, 2019** ~~July 1, 2018~~ the District shall pay the actual cost of health insurance premiums up to \$16,600 annually for full-time benefit eligible employees who qualify for single and two-party health insurance plans and **\$18,240** ~~\$17,400~~ annually for full-time benefit eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenthly payroll deductions.

[All other Sections, Subsections, and language of this article remain unchanged.]

ARTICLE 12 LEAVES

12.3 ALLOCATION OF SICK LEAVE:

12.3.1 Permanent full year employees shall be entitled to sick leave without loss of salary at the rate of twelve days per year.

12.3.2 Full time employees on other than 12-month assignments shall receive sick leave of one day per month of assignment.

12.3.3 Part time employees shall accrue sick leave on a proportionate basis as his/her workweek relates to 40 hours.

12.5 OTHER SICK LEAVE: Sick leave days at full pay shall be **in addition to** ~~included in the 100 days~~ **half-day sick leave pay.**

12.5.1 An employee, who is absent ~~for~~ **from** work and requests use of half-day sick leave from such absence, shall provide verification of illness by a medical practitioner prior to the authorization of such half-day sick leave pay.

12.5.2 Half-day sick leave shall only be used for a continuing illness or for an illness of at least five (5) consecutive days.

[All other Sections, Subsections, and language of this article remain unchanged.]

ARTICLE 20 DISTRIBUTION

20.1 CONTRACT: Within ninety (90) days following completion of negotiations, the District will ~~use District mail to deliver~~ **place an electronic copy** of this Agreement **on the District website under the "Classified Personnel" page and CSEA will be**

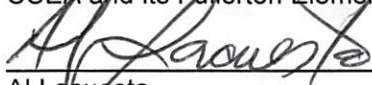
provided with 50 paper copies for distribution to each employee. The printing and delivery of such the 50 paper copies shall be done at no cost to CSEA. All newly hired employees shall be provided with the link to the electronic copy of this Agreement. All employees may receive a printed copy of this Agreement at no cost upon request made to the District Personnel Department.

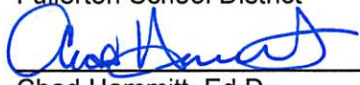
[All other Sections, Subsections, and language of this article remain unchanged.]

This agreement is subject to ratification by the CSEA and its Fullerton Elementary Chapter 130 membership, CSEA Policy 610 requirements and approval by the Fullerton School District's Board of Trustees.

CSEA and its Fullerton Elementary Chapter 130


Fullerton School District


Al Lacuesta
CSEA Chapter 130 President


Chad Hammitt, Ed.D.
Assistant Superintendent Personnel Svcs


Mulu Iakopo
Negotiating Team Member


Robert Coghlan, Ph.D.
Negotiating Team Member


Jason Geanakopoulos
CSEA Labor Representative


Laura Makely
Negotiating Team Member


Gary Roberson
Negotiating Team Member


Maria Hill
Negotiating Team Member


Joanne Declaro
Negotiating Team Member


Melissa Greenwood
Negotiating Team Member


Andrea Lopez
Negotiating Team Member


Marilee Cosgrove
Negotiating Team Member


Scott Schlabsz
Negotiating Team Member

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fullerton Elementary School District - California School Employees Association,
School District - Bargaining Unit: Chapter 130 (CSEA)
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020

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The Governing Board will act upon this agreement on: December 10, 2019

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A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1 Salary Schedule Increase (Decrease)	\$ 19,546,925.00	\$ 293,204		
		1.50%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 195,469.00	\$ 1,955		
		1.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) 1.5 % off schedule bonus Description of other compensation	\$ -	\$ 297,602	\$ (297,602)	\$ -
		1.50%	0.00%	0.00%
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 4,904,519	\$ 148,239	\$ (74,671)	
		3.02%	-1.52%	0.00%
5 Health/Welfare Plans	\$ 4,088,427	\$ 95,760	\$ -	\$ -
		2.34%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 28,735,340.00	\$ 836,760	\$ (372,273)	\$ -
7 Total Number of Represented Employees	404.92	404.92	404.92	404.92
8 Total Compensation Average Cost per Employee	\$ 70,965	\$ 2,066	\$ (919)	\$ -
		2.91%	-1.30%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Year 1 - 1.5% off schedule and 1.5% ongoing = 3%

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Medical insurance premiums paid up to \$16,600 annually for full-time employees for single and two-party plans (no change). Effective October 1, 2019 the cap for family plan went from \$17,400 to \$18,240.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
None.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will increase our deficit spending amount by the amount of the 1.5% on schedule and 1.5% off. Also, with the increase of the health cap for family plan. The funding will be coming from ending fund balance.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund unrestricted revenue/ending funding balance.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

District's ending fund balance.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

District's ending fund balance.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 11/12/19)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 116,655,602	\$ -	\$ -	\$ 116,655,602
Remaining Revenues (8100-8799)	\$ 5,561,421	\$ -	\$ -	\$ 5,561,421
TOTAL REVENUES	\$ 122,217,023	\$ -	\$ -	\$ 122,217,023
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 51,917,951	\$ -	\$ -	\$ 51,917,951
Classified Salaries (2000-2999)	\$ 15,076,085	\$ 383,076	\$ -	\$ 15,459,161
Employee Benefits (3000-3999)	\$ 26,921,798	\$ 172,235	\$ -	\$ 27,094,033
Books and Supplies (4000-4999)	\$ 5,110,231	\$ -	\$ -	\$ 5,110,231
Services, Other Operating Expenses (5000-5999)	\$ 6,773,186	\$ -	\$ -	\$ 6,773,186
Capital Outlay (6000-6599)	\$ 167,511	\$ -	\$ -	\$ 167,511
Other Outgo (7100-7299) (7400-7499)	\$ 800,990	\$ -	\$ -	\$ 800,990
Direct Support/Indirect Cost (7300-7399)	\$ (873,457)	\$ -	\$ -	\$ (873,457)
Other Adjustments				
TOTAL EXPENDITURES	\$ 105,894,295	\$ 555,311	\$ -	\$ 106,449,606
OPERATING SURPLUS (DEFICIT)	\$ 16,322,728	\$ (555,311)	\$ -	\$ 15,767,417
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 760,143	\$ -	\$ -	\$ 760,143
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (17,262,499)	\$ (150,047)	\$ -	\$ (17,412,546)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (179,628)	\$ (705,358)	\$ -	\$ (884,986)
BEGINNING BALANCE	\$ 32,867,741			\$ 32,867,741
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 32,688,113	\$ (705,358)	\$ -	\$ 31,982,755
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 120,000	\$ -	\$ -	\$ 120,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,432,879	\$ 21,161	\$ -	\$ 4,454,040
Unassigned/Unappropriated (9790)	\$ 24,135,234	\$ (726,519)	\$ -	\$ 23,408,715

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 11/12/19)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 19,478,508	\$ -	\$ -	\$ 19,478,508
TOTAL REVENUES	\$ 19,478,508	\$ -	\$ -	\$ 19,478,508
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 12,229,710	\$ -	\$ -	\$ 12,229,710
Classified Salaries (2000-2999)	\$ 8,246,647	\$ 209,685	\$ -	\$ 8,456,332
Employee Benefits (3000-3999)	\$ 8,315,608	\$ 71,764	\$ -	\$ 8,387,372
Books and Supplies (4000-4999)	\$ 6,002,595	\$ -	\$ (131,402)	\$ 5,871,193
Services, Other Operating Expenses (5000-5999)	\$ 3,539,422	\$ -	\$ -	\$ 3,539,422
Capital Outlay (6000-6599)	\$ 2,111,285	\$ -	\$ -	\$ 2,111,285
Other Outgo (7100-7299) (7400-7499)	\$ 958,946	\$ -	\$ -	\$ 958,946
Direct Support/Indirect Cost (7300-7399)	\$ 464,105	\$ -	\$ -	\$ 464,105
Other Adjustments				
TOTAL EXPENDITURES	\$ 41,868,318	\$ 281,449	\$ (131,402)	\$ 42,018,365
OPERATING SURPLUS (DEFICIT)	\$ (22,389,810)	\$ (281,449)	\$ 131,402	\$ (22,539,857)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 17,262,499	\$ 150,047	\$ -	\$ 17,412,546
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,127,311)	\$ (131,402)	\$ 131,402	\$ (5,127,311)
BEGINNING BALANCE	\$ 5,127,311			\$ 5,127,311
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ -	\$ (131,402)	\$ 131,402	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 11/12/19)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 116,655,602	\$ -	\$ -	\$ 116,655,602
Remaining Revenues (8100-8799)	\$ 25,039,929	\$ -	\$ -	\$ 25,039,929
TOTAL REVENUES	\$ 141,695,531	\$ -	\$ -	\$ 141,695,531
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 64,147,661	\$ -	\$ -	\$ 64,147,661
Classified Salaries (2000-2999)	\$ 23,322,732	\$ 592,761	\$ -	\$ 23,915,493
Employee Benefits (3000-3999)	\$ 35,237,406	\$ 243,999	\$ -	\$ 35,481,405
Books and Supplies (4000-4999)	\$ 11,112,826	\$ -	\$ (131,402)	\$ 10,981,424
Services, Other Operating Expenses (5000-5999)	\$ 10,312,608	\$ -	\$ -	\$ 10,312,608
Capital Outlay (6000-6599)	\$ 2,278,796	\$ -	\$ -	\$ 2,278,796
Other Outgo (7100-7299) (7400-7499)	\$ 1,759,936	\$ -	\$ -	\$ 1,759,936
Direct Support/Indirect Cost (7300-7399)	\$ (409,352)	\$ -	\$ -	\$ (409,352)
Other Adjustments				
TOTAL EXPENDITURES	\$ 147,762,613	\$ 836,760	\$ (131,402)	\$ 148,467,971
OPERATING SURPLUS (DEFICIT)	\$ (6,067,082)	\$ (836,760)	\$ 131,402	\$ (6,772,440)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 760,143	\$ -	\$ -	\$ 760,143
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,306,939)	\$ (836,760)	\$ 131,402	\$ (6,012,297)
BEGINNING BALANCE	\$ 37,995,052			\$ 37,995,052
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 32,688,113	\$ (836,760)	\$ 131,402	\$ 31,982,755
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 120,000	\$ -	\$ -	\$ 120,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,432,879	\$ 21,161	\$ -	\$ 4,454,040
Unassigned/Unappropriated (9790)	\$ 24,135,234	\$ (726,519)	\$ -	\$ 23,408,715

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	2019-20	2020-21	2021-22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 116,655,602	\$ 117,855,531	\$ 119,176,607
Remaining Revenues (8100-8799)	\$ 25,039,929	\$ 23,411,798	\$ 23,509,645
TOTAL REVENUES	\$ 141,695,531	\$ 141,267,329	\$ 142,686,252
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 64,147,661	\$ 64,774,024	\$ 65,410,408
Classified Salaries (2000-2999)	\$ 23,915,493	\$ 23,857,046	\$ 24,095,616
Employee Benefits (3000-3999)	\$ 35,481,405	\$ 37,603,570	\$ 38,652,986
Books and Supplies (4000-4999)	\$ 10,981,424	\$ 8,358,075	\$ 8,974,396
Services, Other Operating Expenses (5000-5999)	\$ 10,312,608	\$ 9,704,886	\$ 9,899,953
Capital Outlay (6000-6999)	\$ 2,278,796	\$ 231,820	\$ 231,820
Other Outgo (7100-7299) (7400-7499)	\$ 1,759,936	\$ 999,793	\$ 999,793
Direct Support/Indirect Cost (7300-7399)	\$ (409,352)	\$ (409,352)	\$ (409,352)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 148,467,971	\$ 145,119,862	\$ 147,855,620
OPERATING SURPLUS (DEFICIT)	\$ (6,772,440)	\$ (3,852,533)	\$ (5,169,368)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 760,143	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (6,012,297)	\$ (3,852,533)	\$ (5,169,368)
BEGINNING BALANCE	\$ 37,995,052	\$ 31,982,755	\$ 28,130,222
CURRENT-YEAR ENDING BALANCE	\$ 31,982,755	\$ 28,130,222	\$ 22,960,854
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 120,000	\$ 120,000	\$ 120,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,454,040	\$ 4,353,597	\$ 4,435,670
Unassigned/Unappropriated (9790)	\$ 23,408,715	\$ 19,656,625	\$ 14,405,184

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 148,467,971	\$ 145,119,862	\$ 147,855,620
b.	State Standard Minimum Reserve Percentage for this District <u>enter</u> percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 4,454,039	\$ 4,353,596	\$ 4,435,669

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 4,454,040	\$ 4,353,597	\$ 4,435,670
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 23,408,715	\$ 19,656,625	\$ 14,405,184
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 27,862,755	\$ 24,010,222	\$ 18,840,854
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

- If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A - They agree.

- Please include any additional comments and explanations of Page 4 as necessary:

N/A.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

12/10/2019

Date

President or Clerk of Governing Board
(Signature)

12/10/2019

Date

Melissa Greenwood, Director Business Services

Contact Person

714-447-7415

Phone

DISCUSSION/ACTION ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY THE 2019/2020 TENTATIVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA) EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: The Board of Trustees takes action to approve agreements between the District and its various associations. The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Board of Trustees for public disclosure of the major provisions of the agreement (as provided in the “Public Disclosure of Proposed Bargaining Agreement”), in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Rationale: A tentative agreement has been reached between the District and FETA and must now be ratified by the Board of Trustees.

Funding: General Fund and Child Development Services accounts.

Recommendation: Approve/Ratify the 2019/2020 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) effective July 1, 2019 through June 30, 2020.

CH:nm
Attachments

TENTATIVE AGREEMENT
between the
Fullerton Elementary Teachers Association
and the
Fullerton School District
For Negotiation for 2019-2020

November 13, 2019

ARTICLE 2 RECOGNITION:

The Board of Trustees of the Fullerton School District recognizes the Fullerton Elementary Teachers Association/California Teachers Association/National Education Association as the exclusive representative for the purposes of the Rodda Act (Government Code Sections 3540, et. Seq., Title I Division 4, Chapter 10.7) for following certificated positions, **including but not limited to:**

~~Classroom Teachers~~
~~Librarians~~
~~Counselors~~
~~Instrumental Music Teachers~~
~~Bilingual Resource Teachers~~
~~Media Specialists~~
~~Nurses~~
~~Speech and Language Specialists~~
~~Curriculum/Math/Science Specialists~~
~~Curriculum/Language Arts/Social Science Specialists~~
~~Resource Specialists~~
~~Special Education Teachers~~
~~Adaptive P.E. Teachers~~
~~Chapter I Specialists~~
~~Program Specialists~~
~~Pre-school Teachers – Head Start, Day Care and State Pre-school~~
~~Temporary Teachers~~
~~Site Supervisors (Latchkey)~~

Adaptive P.E. Teachers
Alternative Education Teacher (multi-age)
COTSEN Mentor
Counselors
Dual Immersion Teacher
FOCUS Teacher
Librarians
Literacy Coach
Multiple Subject Teacher – Primary
Multiple Subject Teacher – Upper

Nurses
Pre-School Teachers – Head Start, Day Care and State Pre-School
Resource ~~Specialists~~ **Teacher**
RTI Teacher
Single Subject Teacher
Special Education **Day Class** Teachers
Speech and Language Specialists **Pathologists**
Teacher on Special Assignment (TOSA)

And excluding all other certificated positions not designated, including:

~~Superintendent~~ ~~Day-to-Day Substitute~~
~~Deputy Superintendent, Instructional Services~~ ~~Teachers~~
~~Assistant Superintendent, Certificated Personnel~~ ~~Student Teachers~~
~~Director, Student Information and Evaluation~~
~~Coordinator II, Categorical Programs~~
~~Coordinator II, Curriculum and GATE~~
~~Coordinator I, Educational Technology and Media Services~~
~~Coordinator I, Title VII~~
Principals
Assistant Principals
Psychologists

Assistant Principals
Assistant Superintendents, ~~Certificated Personnel~~
Chief Technology Officer
~~Coordinator I, Educational Technology and Media Services~~
~~Coordinator I, Title VII~~
~~Coordinator II, Curriculum and GATE~~
~~Day-to-day Substitute Teachers~~
~~Deputy Superintendent, Instructional Services~~
~~Directors I, II, III, Student Information and Evaluation~~
Mental Health Coordinator I, II, III
Principals
Program Coordinators I, II, III ~~Categorical Programs~~
Program Specialists I, II, III
Psychologist Intern
Psychologists
Student Teachers
Superintendent

Article 11 EVALUATION PROCEDURES: ~~(contract language below superseded by May 25, 2016 MOU—see Addendum section)~~ The District agree with FETA to provide one more year of a “pilot” through the end of 2018-19 with the goal of incorporating this process into the contract for 2019-20 negotiations.

~~A. Initial Conference Agreement~~

~~Prior to October 31, each teacher shall meet with the evaluator responsible for his/her evaluation. At this time, objectives based on the California Standards of the Teaching Profession shall be presented in the initial Conference Agreement.~~

~~These objectives and the expected progress shall be based upon pertinent factors, including but not limited to, class size, ability and achievement level of students, availability of support services, equipment, materials, and the learning environment, as described in the initial Conference Agreement. Periodic review and modifications of objectives and standards may be made during the school year. Objectives shall be reviewed at time of evaluation.~~

~~B. Observational Visitation~~

~~A conference should be held within a reasonable period of time after the observation to discuss the performance and to complete and observational visitation record. A conference shall be held if requested by either party.~~

~~Prior to at least one observational visitation, the evaluator shall meet and confer with the teacher to agree upon the following items:~~

- ~~1. The time and date of the visitation;~~
- ~~2. The specific behavior and objectives that will be observed, and~~
- ~~3. The techniques that will be utilized to ascertain the behavior and achievement of the objectives.~~

~~C. Formal Evaluation~~

~~Formal evaluation conferences, using the Evaluation Record for Certificated Personnel shall be held at least every other school year for permanent teachers, and at least twice each school year for probationary teachers.~~

~~A unit member with ten (10) or more years of District service and who is identified as "highly qualified", pursuant to No Child Left Behind legislation and State statutes, shall be placed on a five (5) year evaluation cycle upon agreement by the supervisor. The immediate supervisor may choose to evaluate the employee on a more frequent basis, or the unit member by request a more frequent evaluation.~~

~~Probationary teacher evaluation conferences shall take place on or before December 31 and April 30 of each year. Permanent teacher conferences shall be on or before third Friday in May of each year. (See Appendix E for time line.)~~

~~The evaluation conference shall be conducted in the following manner:~~

- ~~1. The teacher shall meet with the evaluator;~~

- ~~2. The evaluator shall base their evaluation upon direct observation or documentation and share the data with the evaluatee upon request.~~
- ~~3. The evaluatee may submit additional data for discussion and/or inclusion in the evaluation record; and~~
- ~~4. Should it be the determination of the evaluator that deficiencies exist in the performance of the teacher, the evaluator shall determine what remedial action is necessary. The evaluator shall make specific recommendations as to areas of improvement in the teacher's performance and shall provide a program to assist in the correction of any deficiencies, and allow sufficient time to demonstrate satisfactory improvement.~~
- ~~5. Any teacher with permanent status who has received an assistance plan pursuant to Section 4 immediately above, who subsequently received an overall performance evaluation rated as "Unsatisfactory" shall be referred to the PAR Program as provided in Article 12.~~

~~D. Alleged violations of evaluation procedures only are subject to grievance procedure.~~

~~E.** A teacher shall have freedom to introduce for classroom discussion religious, political, and otherwise controversial concepts, as defined by the State Curriculum Frameworks or Board adopted curriculum guides. Such freedom shall be exercised within the framework provided by Education Code Section 51500, et. Seq.~~

~~** Section E was formerly Section F. The previous Section E has been place in Article 22: Personnel Files (new article).~~

~~F. During the 2007-2008 school year alternative evaluation forms will be developed and reviewed by a joint committee and sent to FETA for final approval. Evaluations will be designed for various certificated groups including but not limited to counselors, nurses and Teachers on Special Assignment. A research design option for teachers will also be considered.~~

- A. The District and FETA agree that all certificated employees, where appropriate based on assignment, will review appropriate student achievement data to determine areas of focus for goals based on "Guaranteed and Viable standards."**
- B. The District and FETA agree that all certificated employees who are on-cycle for evaluation will complete the Goals and Activities section of the Reflective Evaluation Form (REF) for all three (3) focus areas based upon the appropriate REF.**
- C. Certificated employees who are being evaluated will complete all sections of the REF:**

- 1. The completion of the Part A section should be done through dialogue with the individual certificated employee or, where pertinent, the subject matter team or PLC team.**
 - 2. Observations and data collection will take place for all certificated employees throughout the year.**
 - 3. All observations for permanent certificated employees on evaluation cycle will consist of informal walk-through and feedback:**
 - a. Probationary, temporary, and intern certificated employees shall also participate in at least one (1) formal lesson observation occurring prior to winter break.**
 - b. Permanent certificated employees on an assistance plan shall also participate in at least one (1) formal lesson observation occurring prior to winter break.**
 - c. Formal lesson observations may consist for a pre and post lesson meeting, a written formal lesson plan, and a formal observation with the evaluator.**
- D. Should it be the determination of the evaluator that deficiencies exist in the performance of the certificated employee, the evaluator shall determine what remedial action is necessary. The evaluator shall make specific recommendations as to areas for improvement in the certificated employee's performance and shall provide a program to assist in the correction of any deficiencies, and allow sufficient time to demonstrate satisfactory improvement.**
- E. Any certificated employee with permanent status who has received an assistance plan pursuant to Section 4 immediately above, who subsequently receives an overall performance evaluation rated as "At-Risk" shall be referred to the PAR Program as provided in Article 12.**
- 1. Certificated employees who are recommended for PAR, based on the REF, will be noticed on page 1 (signature page) of the REF by checking the box for "Mandatory PAR based on REF" and an assistance plan will be created.**
- Certificated employees referred for PAR based on other performance concerns will be noticed on the Mandatory PAR Referral Form - Not related to REF. A committee jointly formed between FETA and the District will develop this form no later than December 31, 2019.**
- F. Evaluator's feedback will be completed for each certificated employee who is being evaluated, shall be evaluated per the negotiated dates listed on the annually adjusted REF cover sheet as listed below:**
- 1. Probationary, temporary, intern, or under an assistance plan:**
 - a. Part 2B - Mid-year Administrator Feedback**
 - b. Part 3B - Year End Administrator Feedback**
 - 2. Permanent**

- a. Part 2B – Mid-year Administrator Feedback (may be completed verbally upon mutual agreement between the evaluator and certificated employee)
 - b. Part 3B – Year End Administrator Feedback
- G. All evaluation documents will be placed in the certificated employee’s personnel file with all the protections and guidelines attributed to documents in the personnel file.
- H. At the request of the District and/or Association, an Evaluation Committee will be formed to provide recommendations to the negotiating teams regarding the evaluation process.
- I. Permanent certificated employees with ten (10) or more years of District experience in good standing will be evaluated every three (3) years upon agreement of the administrator. The administrator may choose to evaluate the employee on a more frequent basis, or the unit member may request a more frequent evaluation.
- J. The three (3) parts of the evaluation (Analysis and Strategy Planning, Mid-year Reflection and Feedback, and Year End Reflection and Feedback) shall comprise a biennial evaluation (unless earned Permanent off-cycle status, as defined in I) for approximately one-half of each site or department’s certificated employees.
- K. All certificated employees who are probationary, temporary, intern, or under an assistance plan will be fully evaluated annually and will be noticed according to the timeline on the REF. All certificated employees who are permanent will be fully evaluated biennially (unless earned Permanent off-cycle status, as defined in I) and will be noticed according to the timeline on the REF.

*****The parties also agree that APPENDIX F – EVALUATION TIMELINE shall be removed from the agreement as this Appendix is no longer needed as this information if annually adjusted and agreed to by the parties on the cover page of the REF.*****

Article 13 LEAVES OF ABSENCE:

A. Sick Leave with Pay

1. Eligibility

All full-time teachers **certificated employees** are entitled to ten (10) days of leave of absence each year for illness, injury, maternity disability, or quarantine. A **teacher certificated employee** working less than full-time shall be entitled to sick leave ~~to~~ **at** the same ratio that the ~~teacher’s~~ **certificated employee’s** bears to full-time. All ~~teachers~~ **certificated employees** hired after the start of the school year shall have sick leave benefits prorated for the balance of the school year. The District shall provide each ~~teacher~~ **certificated employee** with **access to a**

~~password protected on-line account in order to check sick leave balances at any time. a written statement of the accrued sick leave total and the sick leave entitlement for the school year. Such statement shall be provided by October 1 of each school year, if possible.~~

2. Compensation

Any unused sick leave shall be accumulated from year to year without limitation. After a ~~teacher~~ **certificated employee** has used the total sick leave allowance, the ~~teacher~~ **certificated employee** will receive fifty (50) percent of the salary for any continuing illness absence up to the statutory limit of ~~five (5)~~ **one hundred (100) work days**. Full deduction of salary **will be** made for days off due to illness which are more than the accumulated sick leave and after the statutory ~~five (5)~~ **one hundred (100) work day** limitation.

3. Procedure

A ~~teacher~~ **certificated employee** who will be absent should notify the principal or designee as soon as it is known that the ~~teacher~~ **certificated employee** will be absent and not later than one and one-half (1 ½) hours, if possible, before the certificated employee is to report for duty. Such notice shall be made by using the Substitute reporting system. ~~Teachers~~ **Certificated employees** becoming aware of the need for absence due to surgery, maternity, or predictable or prior scheduled cause, shall submit a statement to the administration as far in advance of the initial disability date as possible.

4. Return to Service

- a. A ~~teacher~~ **certificated employee** shall notify the school office and/or the automated substitute system as soon as it is known that the ~~teacher~~ **certificated employee** will return to duty and prior to the start of the duty day. If such notice is not received, the ~~teacher's~~ **certificated employee's** substitute will be held over for the following work day.
- b. The ~~teacher~~ **certificated employee** who fails to give proper notification within the specified time, and a substitute is present upon their return to work, he/she shall lose the amount normally paid a substitute teacher of an entire working day. If the ~~teacher~~ **certificated employee** is not allowed to return to work, he/she will lose one day of sick leave.
- c. On the day of return to duty ~~from an extended absence,~~ the teacher shall fill out the self-certification of absence form and submit it to the principal or designee. ~~A doctor's certification may be required as additional verification of use of sick leave~~ **the certificated employee must present a medical provider's note including the teacher's certificated employee's name, name and address of the medical provider, dates of absence, and any work restrictions that may be required in order for the certificated employee to return to work.**
- d. ~~Upon the request of the District, a~~ **A** ~~teacher~~ **certificated employee** will be required to obtain a **medical provider's note including the teacher's certificated employee's name, name and address of the medical provider, dates of absence, and any work restrictions that may be required in order**

~~for the certificated employee to return to work~~ ~~doctor's statement releasing the teacher to return to work~~ after an absence of ten (10) consecutive days.

- e. A teacher **certificated employee** who has been absent due to surgery, hospitalization, or extended medical treatment may be required to submit to a medical examination by a doctor chosen by the District. The medical examination will determine the ability of the ~~teacher~~ **certificated employee** to return to his/her regular duties. Payment for the examining physician shall be at District expense.

B. Industrial Accident and Illness

1. A teacher **certificated employee** shall be entitled to an industrial accident or industrial illness leave of absence not to exceed sixty (60) days during which the schools of the District are required to be in session or when the ~~teacher~~ **certificated employee** would otherwise have been performing work for the District in any one (1) fiscal year, for the same industrial accident or illness.
2. When a ~~teacher~~ **certificated employee** is absent due to an industrial accident or illness, the ~~teacher~~ **certificated employee** shall **report the absence to the Substitute reporting system and shall provide** ~~file with the immediate administrator a self-certification form for absence, and in case of accident, attach a statement from a licensed physician~~ **to the Certificated Personnel Services Department** affirming that the industrial accident does exist. ~~The immediate administrator after countersigning the self-certification form, shall attach it to the "Monthly Payroll Report."~~

Absences due to an industrial accident or illness will not be compensated as industrial leave unless authorized by a physician pursuant to Labor Code 4600. *An employee may designate personal physician prior to injury pursuant to Labor Code.*

A ~~teacher~~ **certificated employee** absent from duty because of disability must notify the immediate administrator on the first day of such disability and may not receive benefits for any time prior to such notice unless the delay in notifying is shown to have been unavoidable. In addition, each ~~teacher~~ **certificated employee** shall, within twenty-four (24) hours of the time the accident occurs, file a report with the District. Forms for this report are available and should be filed with **Certificated Personnel Services** office. The District may require the ~~teacher~~ **certificated employee** to submit to a physical examination by a physician selected by the District at any time during the leave. Payment for the physician's examination shall be paid for by the District.

3. An industrial accident or illness leave shall commence on the first day absence and shall be reduced by one (1) day for each day of authorized absence. When such leave overlaps into the next fiscal year, the **certificated employee teacher** shall be entitled to only the amount of unused leave due for the same illness or injury.

4. During such leave of absence, the ~~teacher~~ **certificated employee** shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the ~~teacher~~ **certificated employee's** appropriate salary warrants for payment of the **certificated employee's** ~~teacher's~~ full salary for up to a maximum of sixty (60) days. Normal retirement and other authorized contributions shall be deducted.
5. Upon termination of the industrial accident or illness leave, a ~~teacher~~ **certificated employee** may be entitled to other illness leave benefits, such as sick leave benefits the ~~teacher~~ **certificated employee** may be eligible to draw from. For the purpose of each of these selections, the ~~teacher's~~ **certificated employee's** absence shall be deemed to have commenced on the date of termination of the industrial leave, provided the ~~teacher~~ **certificated employee** may elect to take as much of the accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than the **certificated** employee's full salary. Upon exhaustion of sick leave benefits, temporary disability benefit checks will be issued directly to the **certificated** employee as authorized under the Labor Code.
6. Allowable industrial leave shall not be accumulated from year to year.

C. Personal Necessity

1. Definition. Personal necessity means any business, civic, or personal activity which cannot be conducted before or after the school day. These days are not to be used for recreation or vacation, but may be used for child health care concerns.
2. Entitlement. All full-time ~~teachers~~ **certificated employees** are entitled to ten (10) days of personal necessity leave per year deducted from sick leave under the provisions described below. A ~~teacher~~ **certificated employee** working less than full-time shall be entitled to personal necessity leave in the same ratio that the ~~teacher's~~ **certificated employee's** employment bears to full-time employment.
3. Any day of absence for illness or injury earned pursuant to Education Code Section 44881 may be used by the **certificated** employee at his or her election for reasons of personal necessity according to the following:
 - a. Personal necessity leave days may be used at the **certificated** employee's option except for cases of work stoppage, concerted employee activity, or recreational purposes.
 - b. ~~Teachers~~ **Certificated employees** with over thirty (30) days of sick leave may use one (1) of personal necessity leave without restrictions per year, except for work stoppage or concerted employee activity, and shall also be able to use an additional day for each additional twenty (20) days of sick leave over thirty (30) days.

- c. Days used for personal necessity are deducted from accumulated sick leave.
- d. Advance notice to the principal/administrator is required, except in case of emergency when notification would be impossible. Employees shall be required to **input all personal necessity absence into the Substitute reporting system in advance, if possible, or as soon as reasonably possible.** ~~complete the self-certification in advance, if possible, or immediately upon returning to work.~~

4. Return to Service

- a. A ~~teacher~~ **certificated employee** shall notify the school office and/or the automated substitute system as soon as it is known that the ~~teacher~~ **certificated employee** will not return to duty and prior to the start of the duty day.
- b. The ~~teacher~~ **certificated employee** who fails to give proper notification within the specified time and a substitute is present upon their return to work he/she will lose the amount normally paid a substitute teacher for an entire working day. If the ~~teacher~~ **certificated employee** does not return to work, he/she will lose one day of sick leave.
- c. ~~On the day of return to duty the teacher shall fill out self certification form and submit it to the principal or designee.~~

D. Parental Leave

Two (2) days of personal leave without loss of pay, or deduction from sick leave, will be granted to a ~~teacher~~ **certificated employee** on parental leave either directly before or directly after the birth or adoption of their child. Notice shall be given in writing to the immediate administrator prior to taking the leave. Up to two (2) additional days of Personal Leave with Pay (teacher pays for the substitute) as defined in section "J" of this Article may be granted for the purpose of extending leave. Total time could equal two **(2)** days of parental leave and up to five days of Personal Leave with Pay (~~teacher~~ **certificated employee** pays substitute) a total of **seven (7)** days.

E. Bereavement

1. Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family.

2. Eligibility

Every ~~teacher~~ **certificated employee** shall be entitled to a leave of absence with pay for a period of up to three (3) days when such absence is occasioned by reason of a death in the immediate family.

3. Immediate Family Includes:

- a. The teacher's **certificated employee's** spouse/**domestic partner**, mother, father, grandfather, grandmother, child, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- b. The spouse's/**domestic partner's** mother, father, grandmother, grandfather, child, and grandchild.
- c. Any person living in the household of the teacher **certificated employee**.
- d. Any person for whom the teacher **certificated employee** has the power of attorney.

4. Procedure

A teacher **certificated employee** using this leave of absence provision shall notify the immediate administrator or District as soon as possible, indicating the expected duration of absence.

5. Requirements

A teacher **certificated employee** shall be granted up to three (3) days for bereavement purposes. If it is necessary to travel more than 300 miles, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave provisions.

6. Compensation

Except in cases of personal necessity usage described above, all days of absence used under the provisions of bereavement leave shall result in no loss of compensation or sick leave to the teacher **certificated employee**.

7. Return to Service

Immediately upon return to active service, the teacher **certificated employee** shall **verify with the school's/department's office manager that all bereavement days have been properly entered into the Substitute reporting system.** ~~complete the District's self-certification form and submit it to the teacher's immediate administrator.~~

F. Judicial and Official Appearance

1. Witness in Court

Teachers Certificated employees may be granted leave of absence with pay by the District for the following reasons:

- a. To appear as a witness in court.
- b. To respond to an official order from another governmental jurisdiction. Payment shall not exceed the difference between witness fees and the **teacher's certificated employees'** regular earnings, less travel fees. No

salary will be paid in cases where a ~~teacher~~ **certificated employee** is a voluntary witness appearing in his/her own interests, except as provided under Personal Necessity Leave.

2. Jury Duty

The District shall grant a ~~teacher~~ **certificated employee** a leave of absence with pay up to the amount of difference between the ~~teacher's~~ **certificated employee's** regular earnings and the amount received as jury fees.

An employee who receives jury duty notice during the school year may request a postponement of jury duty from a work day (or days) to a non-work day (or days) and will receive a substitute teacher pay rate for each day the employee is on jury duty during the non-work days upon validation of service.

G. Sabbatical

2. Eligibility

Any ~~teacher~~ **certificated employee** meeting the following criteria may be granted a sabbatical leave once in each seven (7) years.

4. Availability

Not more than two (2) percent of the total ~~teachers~~ **certificated employees** may be on sabbatical leave during any school year.

5. Application for Sabbatical Leave

c. The Superintendent, or his/her designee, shall convene a panel for the purpose of reviewing all qualifying applications. At least one (1) member shall be a ~~teacher~~ **certificated employee** selected by the Association.

e. A ~~teacher~~ **certificated employee** who has been granted a sabbatical leave may request that the leave be canceled and that the ~~teacher~~ **certificated employee** be returned to District service. Such a request may be granted by the Board of Trustees, provided that an appropriate vacancy exists.

7. Rate of Compensation

a. A ~~teacher~~ **certificated employee** on sabbatical leave shall receive fifty (50) percent of the salary the ~~teacher~~ **certificated employee** would have received if regular service had been continued.

b. The ~~teacher~~ **certificated employee** shall receive monthly warrants according to the usual schedule for certificated personnel. Such a payment plan requires that the teacher post a suitable bond

guaranteeing return to the District for a two (2)-year period after the conclusion of the leave.

8. Provisions for Bond

The ~~teacher~~ **certificated employee** on leave shall furnish to the District, no later than thirty (30) days prior to the effective date of the leave, a suitable bond indemnifying the District against loss in the event the ~~teacher~~ **certificated employee** fails to render at least two (2) years service in the employ of the District after the sabbatical leave.

9. Status

- a. Sabbatical leave shall count toward the ~~teacher's~~ **certificated employee's** retirement, and the annuity contribution shall be deducted from his/her salary in the usual manner.
- b. Sabbatical leave shall count as a regular period of service and shall not interrupt progress on a salary schedule.
- c. Upon the ~~teacher's~~ **certificated employee's** return from sabbatical leave, the District shall make every effort to assign him/her to the position classification he/she held prior to the leave.
- d. Sabbatical leave shall count as full-time employment for fringe benefits.

10. Report to Superintendent

Each ~~teacher~~ **certificated employee** who has been on sabbatical leave shall file with the Superintendent, or his/her designee, a written report not later than thirty (30) days, if possible, after return to active duty. This report shall include:

Data as to the activities of the ~~teacher~~ **certificated employee**, together with his/her appraisal of the professional value of the experience gained on leave and the manner in which the experience may be used for the benefit of the District; and

H. Military

The contractual continued service status of a ~~teacher~~ **certificated employee** shall not be affected by virtue of his/her receipt of orders to military duty in any branch of the armed forces of the United States or the National Guard.

I. Personal Leave Without Pay

1. Eligibility

Tenured ~~teachers~~ **certificated employees** may request up to a year's leave for personal reasons, with the understanding that there will be no remuneration from the District during the period of leave.

2. Compensation

Any personal leave of absence that may be granted under this provision shall be without compensation. **Teachers Certificated employees** on personal

leave of absence shall be permitted to participate in the District insurance program at their expense.

3. Procedure

- a. A ~~teacher~~ **certificated employee** seeking an approved personal leave of absence shall submit a request, in writing, including the reasons and any supporting information relating thereto, and the duration of the length of the requested leave.
- b. The ~~teacher~~ **certificated employee** shall submit the request described herein to the Superintendent, or his/her designee, not less than five (5) working days prior to the beginning date of the leave during a school year, if possible. Requests submitted for an upcoming school year shall be made no later than May 1 of the current school year, if possible.

4. Return to Service

- a. The ~~teacher~~ **certificated employee** shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certificated. The ~~teacher~~ **certificated employee** on an authorized leave of absence shall maintain the credential authorizing the position classification held at the time of the ~~teacher's~~ **certificated employee's** leave-of-absence.
- b. If the personal leave of absence was granted for personal health reasons, the ~~teacher~~ **certificated employee** may be required to submit, prior to return to active duty, a medical statement indicating an ability to assume previously assigned duties without restrictions or detriment to the ~~teacher's~~ **certificated employee's** physical or emotional well-being.

J. Personal Leave with Pay

All full-time ~~teacher~~ **certificated employees** are entitled to a maximum of three (3) personal leave days under the provisions described below. A ~~teacher~~ **certificated employee** working less than full-time shall be entitled to personal leave days in the same ratio that the ~~teacher's~~ **certificated employee's** employment bears to full-time employment. In all cases, whether a substitute is hired or not, it is agreed and understood that the amount normally paid a substitute teacher shall be assumed by the teacher requesting leave. ~~Teachers-Certificated employees~~ shall notify their immediate administrators of their desire to use such leave no less than three (3) working days in advance of the anticipated absence. Notice to the immediate administrator is required prior to commencing the leave even if the three (3) day notice is not possible. Immediately upon return to service, the ~~teacher~~ **Certificated Employee** shall complete the District self-certification form and submit it and a check made out to the Fullerton School District to the immediate administrator. It is agreed and understood that such leave shall not be used for employee work actions

as defined in Article 25. No deductions from accrued sick leave shall be made for days utilized under this section.

L. Association

~~Teachers~~ **Certificated employees** designated by the Association may, at the discretion of the District, granted leaves of absence without pay to perform lawful activities of the Association or its affiliates. In no event shall the leaves for this purpose exceed two (2) full-time equivalent positions and also at no time shall there be more than five (5) teachers on leave under the provisions of this Article.

M. Disability

The District shall grant a leave of absence to any ~~teacher~~ **certificated employee** who has applied for disability allowance, not to exceed 30 days beyond final determination of the disability allowance by the State Teachers Retirement System. If the ~~teacher~~ **certificated employee** is determined to be eligible for disability allowance by the system, such leave shall be extended for the term of the disability, but not more than 39 months from the date of approval of the disability allowance.

N. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

~~Certificated e~~ Employees shall be entitled to ~~twelve (12) week per year of unpaid leave in accordance with the FMLA.~~ **the statutory leave provisions as provided for under the law of FMLA and CFRA.**

O. Child Bonding Leave

3. When ~~an employee~~ **a certificated employee** with at least one (1) year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, the ~~unit member~~ **certificated employee** shall be entitled to **fifty percent (50%) of the salary** ~~difference pay; the difference between the employee's salary and the cost of long term substitute teacher's salary,~~ for the remainder of the twelve (12) week period.

Article 14 Class Size:

A. For 2016 through June 2021 the class size averages will be:...

Class Size – General Education Classes with Mainstreamed Special Day Class Students

When at the beginning of the year classroom assignments are made, if a classroom is designated to participate in daily mainstreaming of Special Day Class students, the class size will be reduced by one (1) general education student for every ~~three (3)~~ **two (2)** Special Day Class students that are mainstreamed into the general education classroom of one (1) hour more per day.

Article 16 SALARIES:

- A. One **and one-half** percent (**1.5%**) on the schedule salary adjustment retroactive to ~~January 1, 2019~~ **July 1, 2019** for employees who are in paid status with the District at the time of Association Ratification.

A one-time off the salary schedule payment equal to one **and one-half** percent (**1.5%**) of an employee's ~~2018-2019~~ **2019-2020** base salary as listed on the ~~2018-2019~~ **2019-2020** schedule (effective ~~January 1, 2019~~ **July 1, 2019**) who are in paid status with the District at the time payment is issued. The one-time off salary schedule payment shall be paid within 90 days of approval by the Fullerton School District Board of Trustees.

Article 17 FRINGE BENEFITS:

1. Health Insurance

A. Medical

i) The District shall pay the actual cost of Medical insurance premiums up to \$16,600 for full-time benefits eligible employees who qualify for single and two-party health insurance plans and ~~\$17,400~~ **\$18,240** annually for full-time benefits eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenths payroll deductions. Upon ratification this change will be retroactive to ~~July 1, 2018~~ **October 1, 2019**. When the rates are issued for the ~~2019-2020~~ **2020-2021** health benefits year, the parties agree to open negotiations for ~~2019-2020~~ **2020-2021** to negotiate at least one (1) family health insurance plan with zero monthly contribution from the employee.

Article 29 MISCELLANEOUS PROVISIONS

- I. Combination classes – Principals at each site will make a reasonable effort to assign combination classes on a rotating basis, unless a teacher specifically agrees to take the combination assignment. Teachers, **in both general education and multi-age classroom programs**, who are assigned to and teach a combination class for a school year shall be paid an annual stipend of \$2,000 on the last paycheck of the school year.
- K. Preschool Teachers: Preschool Teachers who have been employed with the District for two (2) or more years shall be given permanent status with the District. Preschool Teachers with less than two (2) years of District service shall follow the regular temporary and/or probationary contract process.

The seniority date for each Preschool Teacher shall be the first day of paid District service with no breaks in service. If two (2) or more Preschool Teachers have the same seniority date, the District and FETA shall pick lots to determine the order of seniority.

FETA and the District agree to form a Preschool Teacher Committee, comprised of four (4) representatives from FETA and four (4) representatives from the District, which will hold its first meeting no later than January 31, 2020. This committee will be charged with addressing issues related specifically to

Preschool Teachers, including but not limited to, participation in early release days and supervision of students when parents are late to pick-up their children.

Effective July 1, 2019 the Fullerton School District Preschool Teacher Salary Schedule shall be increased by 3.5% exclusive of any other salary schedule increases provided for the 2019-2020 school year.



Dottie Pendleton
FETA Negotiations Chair

11/13/19
Date



Chad Hammitt, Ed.D.
Fullerton School District
Assistant Superintendent Pers. Services

11/13/19
Date

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fullerton Elementary School District - Fullerton Elementary Teachers Association

School District - Bargaining Unit: (FETA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020

[dat□□

□dat□□

The Governing Board will act upon this agreement on: December 10, 2019

[dat□□

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1 Salary Schedule Increase (Decrease)	\$ 54,166,163.00	\$ 812,492		
		1.50%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 866,659.00	\$ 13,867		
		1.60%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) 1.5 % off schedule bonus Description of other compensation	\$ -	\$ 824,680	\$ (824,680)	\$ -
		1.50%	0.00%	0.00%
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 11,483,227	\$ 347,080	\$ (174,832)	
		3.02%	-1.52%	0.00%
5 Health/Welfare Plans	\$ 9,262,145	\$ 236,040		
		2.55%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 75,778,194.00	\$ 2,234,159	\$ (999,512)	\$ -
7 Total Number of Represented Employees	574.82	574.82	574.82	574.82
8 Total Compensation Average Cost per Employee	\$ 131,829	\$ 3,887	\$ (1,739)	\$ -
		2.95%	-1.32%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Year 1 - 1.5% off schedule and 1.5% ongoing = 3%

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Medical insurance premiums paid up to \$16,600 annually for full-time employees for single and two-party plans (no change). Effective October 1, 2019 the cap for family plan went from \$17,400 to \$18,240.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
None.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will increase our deficit spending amount by the amount of the 1.5% on schedule and 1.5% off. Also, with the increase of the health cap for family plan. The funding will be coming from ending fund balance.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund unrestricted revenue/ending funding balance.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

District's ending fund balance.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

District's ending fund balance.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 11/12/19)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 116,655,602	\$ -	\$ -	\$ 116,655,602
Remaining Revenues (8100-8799)	\$ 5,561,421	\$ -	\$ -	\$ 5,561,421
TOTAL REVENUES	\$ 122,217,023	\$ -	\$ -	\$ 122,217,023
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 51,917,951	\$ 1,344,928	\$ -	\$ 53,262,879
Classified Salaries (2000-2999)	\$ 15,076,085	\$ -	\$ -	\$ 15,076,085
Employee Benefits (3000-3999)	\$ 26,921,798	\$ 471,017	\$ -	\$ 27,392,815
Books and Supplies (4000-4999)	\$ 5,110,231	\$ -	\$ -	\$ 5,110,231
Services, Other Operating Expenses (5000-5999)	\$ 6,773,186	\$ -	\$ -	\$ 6,773,186
Capital Outlay (6000-6599)	\$ 167,511	\$ -	\$ -	\$ 167,511
Other Outgo (7100-7299) (7400-7499)	\$ 40,847	\$ -	\$ -	\$ 40,847
Direct Support/Indirect Cost (7300-7399)	\$ (873,457)	\$ -	\$ -	\$ (873,457)
Other Adjustments				
TOTAL EXPENDITURES	\$ 105,134,152	\$ 1,815,945	\$ -	\$ 106,950,097
OPERATING SURPLUS (DEFICIT)	\$ 17,082,871	\$ (1,815,945)	\$ -	\$ 15,266,926
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (17,262,499)	\$ (315,204)	\$ -	\$ (17,577,703)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (179,628)	\$ (2,131,149)	\$ -	\$ (2,310,777)
BEGINNING BALANCE	\$ 32,867,741			\$ 32,867,741
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 32,688,113	\$ (2,131,149)	\$ -	\$ 30,556,964
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 120,000	\$ -	\$ -	\$ 120,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,410,075	\$ 63,934	\$ -	\$ 4,474,009
Unassigned/Unappropriated (9790)	\$ 24,158,038	\$ (2,195,083)	\$ -	\$ 21,962,955

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 11/12/19)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 19,478,508	\$ -	\$ -	\$ 19,478,508
TOTAL REVENUES	\$ 19,478,508	\$ -	\$ -	\$ 19,478,508
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 12,229,710	\$ 306,111	\$ -	\$ 12,535,821
Classified Salaries (2000-2999)	\$ 8,246,647	\$ -	\$ -	\$ 8,246,647
Employee Benefits (3000-3999)	\$ 8,315,608	\$ 112,103	\$ -	\$ 8,427,711
Books and Supplies (4000-4999)	\$ 6,002,595	\$ -	\$ (103,010)	\$ 5,899,585
Services, Other Operating Expenses (5000-5999)	\$ 3,539,422	\$ -	\$ -	\$ 3,539,422
Capital Outlay (6000-6599)	\$ 2,111,285	\$ -	\$ -	\$ 2,111,285
Other Outgo (7100-7299) (7400-7499)	\$ 958,946	\$ -	\$ -	\$ 958,946
Direct Support/Indirect Cost (7300-7399)	\$ 464,105	\$ -	\$ -	\$ 464,105
Other Adjustments				
TOTAL EXPENDITURES	\$ 41,868,318	\$ 418,214	\$ (103,010)	\$ 42,183,522
OPERATING SURPLUS (DEFICIT)	\$ (22,389,810)	\$ (418,214)	\$ 103,010	\$ (22,705,014)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 17,262,499	\$ 315,204	\$ -	\$ 17,577,703
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,127,311)	\$ (103,010)	\$ 103,010	\$ (5,127,311)
BEGINNING BALANCE	\$ 5,127,311			\$ 5,127,311
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ -	\$ (103,010)	\$ 103,010	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 11/12/19)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 116,655,602	\$ -	\$ -	\$ 116,655,602
Remaining Revenues (8100-8799)	\$ 25,039,929	\$ -	\$ -	\$ 25,039,929
TOTAL REVENUES	\$ 141,695,531	\$ -	\$ -	\$ 141,695,531
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 64,147,661	\$ 1,651,039	\$ -	\$ 65,798,700
Classified Salaries (2000-2999)	\$ 23,322,732	\$ -	\$ -	\$ 23,322,732
Employee Benefits (3000-3999)	\$ 35,237,406	\$ 583,120	\$ -	\$ 35,820,526
Books and Supplies (4000-4999)	\$ 11,112,826	\$ -	\$ (103,010)	\$ 11,009,816
Services, Other Operating Expenses (5000-5999)	\$ 10,312,608	\$ -	\$ -	\$ 10,312,608
Capital Outlay (6000-6599)	\$ 2,278,796	\$ -	\$ -	\$ 2,278,796
Other Outgo (7100-7299) (7400-7499)	\$ 999,793	\$ -	\$ -	\$ 999,793
Direct Support/Indirect Cost (7300-7399)	\$ (409,352)	\$ -	\$ -	\$ (409,352)
Other Adjustments				
TOTAL EXPENDITURES	\$ 147,002,470	\$ 2,234,159	\$ (103,010)	\$ 149,133,619
OPERATING SURPLUS (DEFICIT)	\$ (5,306,939)	\$ (2,234,159)	\$ 103,010	\$ (7,438,088)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,306,939)	\$ (2,234,159)	\$ 103,010	\$ (7,438,088)
BEGINNING BALANCE	\$ 37,995,052			\$ 37,995,052
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 32,688,113	\$ (2,234,159)	\$ 103,010	\$ 30,556,964
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 120,000	\$ -	\$ -	\$ 120,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,410,075	\$ 63,934	\$ -	\$ 4,474,009
Unassigned/Unappropriated (9790)	\$ 24,158,038	\$ (2,195,083)	\$ -	\$ 21,962,955

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	2019-20	2020-21	2021-22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 116,655,602	\$ 117,855,531	\$ 119,176,607
Remaining Revenues (8100-8799)	\$ 25,039,929	\$ 23,411,798	\$ 23,509,645
TOTAL REVENUES	\$ 141,695,531	\$ 141,267,329	\$ 142,686,252
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 65,798,700	\$ 65,626,800	\$ 66,276,828
Classified Salaries (2000-2999)	\$ 23,322,732	\$ 23,555,959	\$ 23,791,519
Employee Benefits (3000-3999)	\$ 35,820,526	\$ 37,865,264	\$ 38,917,298
Books and Supplies (4000-4999)	\$ 11,009,816	\$ 8,449,987	\$ 9,072,042
Services, Other Operating Expenses (5000-5999)	\$ 10,312,608	\$ 9,598,641	\$ 9,790,500
Capital Outlay (6000-6999)	\$ 2,278,796	\$ 231,820	\$ 231,820
Other Outgo (7100-7299) (7400-7499)	\$ 999,793	\$ 999,793	\$ 999,793
Direct Support/Indirect Cost (7300-7399)	\$ (409,352)	\$ (409,352)	\$ (409,352)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 149,133,619	\$ 145,918,912	\$ 148,670,448
OPERATING SURPLUS (DEFICIT)	\$ (7,438,088)	\$ (4,651,583)	\$ (5,984,196)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (7,438,088)	\$ (4,651,583)	\$ (5,984,196)
BEGINNING BALANCE	\$ 37,995,052	\$ 30,556,964	\$ 25,905,381
CURRENT-YEAR ENDING BALANCE	\$ 30,556,964	\$ 25,905,381	\$ 19,921,185
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 120,000	\$ 120,000	\$ 120,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Reserve for Economic Uncertainties (9789)	\$ 4,474,009	\$ 4,377,568	\$ 4,460,114
Unassigned/Unappropriated (9790)	\$ 21,962,955	\$ 17,407,813	\$ 11,341,071

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 149,133,619	\$ 145,918,912	\$ 148,670,448
b.	State Standard Minimum Reserve Percentage for this District <u>enter</u> percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 4,474,009	\$ 4,377,567	\$ 4,460,113

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 4,474,009	\$ 4,377,568	\$ 4,460,114
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 21,962,955	\$ 17,407,813	\$ 11,341,071
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 26,436,964	\$ 21,785,381	\$ 15,801,185
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

- If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A - They agree.

- Please include any additional comments and explanations of Page 4 as necessary:

N/A.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT


The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fullerton School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Fullerton Elementary Teachers Association (FETA) Bargaining Unit, during the term of the agreement from July 1, 2019 to June 30, 2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>-</u>
<u>Expenditures/Other Financing Uses</u>	<u>2,234,159.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(2,234,159.00)</u>

N/A _____ (No budget revisions necessary)



District Superintendent
 (Signature)

 12/2/2019
Date



Chief Business Officer
 (Signature)

 12/2/2019
Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

12/10/2019

Date

President or Clerk of Governing Board
(Signature)

12/10/2019

Date

Melissa Greenwood, Director Business Services

Contact Person

714-447-7415

Phone

DISCUSSION/ACTION ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FIFTH CONTRACT AMENDMENT OF BOARD-APPROVED CONTRACT FOR DISTRICT SUPERINTENDENT

Background: The District has negotiated a salary adjustment with members of the Fullerton Elementary Teachers Association (FETA) and the Fullerton Elementary School Management Association (FESMA), and the California School Employees Association, Chapter 130 (CSEA) teams.

It is proposed that the Superintendent's Contract be amended as follows:

- A one-year contract extension
- A one and one-half percent (1.5%) on schedule salary adjustment retroactive to July 1, 2019
- A one-time off the salary schedule payment equal to one and one-half percent (1.5%) of Superintendents' 2019/2020 base salary as listed on the 2019/2020 salary schedule to be paid within 60 days of Board approval

A copy of the revised contract is available in the Superintendent's Office for review.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve fifth contract amendment of Board-approved Contract for District Superintendent.

CH:nm

FULLERTON SCHOOL DISTRICT
FIFTH AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
SUPERINTENDENT

THIS FIFTH AMENDMENT is made and entered into this 10th day of December 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and ROBERT PLETKA, Ed.D., hereinafter referred to as "Superintendent."

THIS AMENDS the Board-approved Contract dated October 20, 2015 by and between the Board of Trustees and Superintendent, and is effective July 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2019, to and including June 30, 2022. This amendment is based on Superintendent's satisfactory performance evaluation dated July 30, 2019.
2. Section II shall be changed to reflect the following: Effective retroactive to July 1, 2019, the Superintendent will receive a one and one-half percent (1.5%) percent ongoing raise to his base salary. With the one and one-half percent (1.5%) raise, the Superintendent's base pay shall be \$277,335 per year, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certificated Management Personnel. Superintendent shall also receive a one-time off-schedule payment equal to one and one-half percent (1.5%) of his annual salary base as of July 1, 2019.
3. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

President, Board of Trustees

Date: _____

Robert Pletka, Ed.D., Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE AMENDMENTS TO ASSISTANT SUPERINTENDENTS' CONTRACTS FOR 2019/2020

Background: The Superintendent recommends contract amendments for all Assistant Superintendents. The amendments include:

- One-year contract extension
- A one and one-half percent (1.5%) on schedule salary adjustment retroactive to July 1, 2019
- A one-time off the salary schedule payment equal to one and one-half percent (1.5%) of Assistant Superintendents' 2019/2020 base salary as listed on the 2019/2020 salary schedule to be paid within 60 days of Board approval

All salary adjustments are in alignment with the District's represented employees which are Fullerton Elementary School Management Association (FESMA), Fullerton Elementary Teachers Association (FETA) and California School Employees Association (CSEA), Chapter 130.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve amendments to Assistant Superintendents' contracts for 2019/2020.

CH:nm
Attachments

FULLERTON SCHOOL DISTRICT
FOURTH AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

THIS FOURTH AMENDMENT is made and entered into this 10th day of December 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and Robert Coghlan, Ph.D., hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated July 1, 2017, by and between the Board of Trustees and Assistant Superintendent, and is effective July 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2019, to and including June 30, 2022. This amendment is based on Assistant Superintendent's satisfactory performance evaluation dated June 24, 2019.
2. The first sentence of Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2019, the Assistant Superintendent will receive a one and one-half percent (1.5%) percent ongoing raise to his base salary. With the one and one-half percent (1.5%) raise, the Assistant Superintendent's base pay shall be \$206,543 per year, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certificated Management Personnel. Assistant Superintendent shall also receive a one-time off-schedule payment equal to one and one-half percent (1.5%) of his annual salary base as of July 1, 2019.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1.5% of his annual base salary on July 1, 2019 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

President, Board of Trustees

Date: _____

Robert Coghlan, Ph.D., Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
SECOND AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, INNOVATION & INSTRUCTIONAL SUPPORT

THIS SECOND AMENDMENT is made and entered into this 10th day of December 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and JEREMY DAVIS, hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated January 22, 2019, by and between the Board of Trustees and Assistant Superintendent, and is effective July 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2019, to and including June 30, 2022. This amendment is based on Assistant Superintendent's satisfactory performance evaluation dated June 25, 2019.
2. The first sentence of Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2019, the Assistant Superintendent will receive a one and one-half percent (1.5%) percent ongoing raise to his base salary. With the one and one-half percent (1.5%) raise, the Assistant Superintendent's base pay shall be \$206,543 per year, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certificated Management Personnel. Assistant Superintendent shall also receive a one-time off-schedule payment equal to one and one-half percent (1.5%) of his annual salary base as of July 1, 2019.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1.5% of his annual base salary on July 1, 2019 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

President, Board of Trustees

Date: _____

Jeremy Davis, Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
FOURTH AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, PERSONNEL SERVICES

THIS FOURTH AMENDMENT is made and entered into this 10th day of December 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and CHAD HAMMITT, Ed.D., hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated February 6, 2017, by and between the Board of Trustees and Assistant Superintendent, and is effective July 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2019, to and including June 30, 2022. This amendment is based on Assistant Superintendent's satisfactory performance evaluation dated June 24, 2019.
2. The first sentence of Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2019, the Assistant Superintendent will receive a one and one-half percent (1.5%) percent ongoing raise to his base salary. With the one and one-half percent (1.5%) raise, the Assistant Superintendent's base pay shall be \$206,543 per year, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certificated Management Personnel. Assistant Superintendent shall also receive a one-time off-schedule payment equal to one and one-half percent (1.5%) of his annual salary base as of July 1, 2019.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1.5% of his annual base salary on July 1, 2019 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

President, Board of Trustees

Date: _____

Chad Hammitt, Ed.D., Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
FIRST AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

THIS FIRST AMENDMENT is made and entered into this 10th day of December 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as “Board of Trustees”, and JULIENNE LEE, hereinafter referred to as “Assistant Superintendent”.

THIS AMENDS the Board-approved Contract dated June 18, 2019, by and between the Board of Trustees and Assistant Superintendent, and is effective July 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2019, to and including June 30, 2022.
2. The first sentence of Paragraph 3 shall be amended to reflect the following: Effective retroactive to July 1, 2019, the Assistant Superintendent will receive a one and one-half percent (1.5%) percent ongoing raise to her base salary. With the one and one-half percent (1.5%) raise, the Assistant Superintendent’s base pay shall be \$206,543 per year, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certificated Management Personnel. Assistant Superintendent shall also receive a one-time off-schedule payment equal to one and one-half percent (1.5%) of her annual salary base as of July 1, 2019.
3. The last sentence of Paragraph 3 shall state: Assistant Superintendent shall also receive a one-time off-schedule payment equal to 1.5% of her annual base salary on July 1, 2019 to be paid within 60 days of Board approval.
4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

President, Board of Trustees

Date: _____

Julienne Lee, Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: December 10, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE/RATIFY COMPENSATION ADJUSTMENTS FOR FULLERTON SCHOOL DISTRICT'S MANAGEMENT GROUP FOR THE 2019/2020 SCHOOL YEAR, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: The Superintendent recommends the following salary adjustment for all management employees (certificated, classified, and confidential):

- A 1.5% on schedule salary adjustment retroactive to July 1, 2019, for employees who are in paid status at time of ratification.
- A one-time off the salary schedule payment equal to 1.5 percent of an employee's base salary as listed on the revised 2019/2020 management salary schedule, effective July 1, 2019, who are in paid status with the District at the time the one-time payment is issued.

This increase is in alignment with the Fullerton Elementary Teachers Association (FETA) and California Schools Employee Association, Chapter 130 (CSEA).

Rationale: All recommendations made by the Superintendent for any adjustment in compensation that affect the management group must be ratified by the Board of Trustees.

Funding: General Fund

Recommendation: Approve/Ratify compensation adjustments for Fullerton School District's management group for the 2019/2020 school year, effective July 1, 2019 through June 30, 2020.

CH:nm

DISCUSSION ACTION ITEM

DATE: December 10, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: APPROVE THE DISTRICT'S FIRST INTERIM FINANCIAL REPORT WITH A POSITIVE CERTIFICATION. PER STATE GUIDELINES, A POSITIVE CERTIFICATION INDICATES THAT, BASED UPON CURRENT PROJECTIONS, THE DISTRICT WILL MEET ITS FINANCIAL OBLIGATIONS FOR THE CURRENT AND SUBSEQUENT TWO FISCAL YEARS

Background

The District Interim Report is prepared in accordance with the conditions and conditions to report to the State and provide to the public. The report provides the district's financial information through a budget and the projected budget with the financial information. A thorough examination of the General Fund is provided. The current District Interim Report is the District State financial report with a positive certification and communication in accordance with the board's policy.

Rationale

The District is required by Education Code to submit annual financial reports to its highest authority to report on a district's financial performance and provide a thorough examination of the General Fund. The District is required to certify its financial report as a positive certification.

Findings

The District is compliant in all areas with the General Fund Unaudited Report as required by the State.

Recommendations

Approve the District's first interim financial report with a positive certification. The State's positive certification indicates that the district will meet its financial obligations for the current and subsequent two fiscal years.

RC
Attachment

To: Board of Trustees
Robert R. Taylor, Ed.D.
From: Robert R. Cochran, Ed.D.
Subject: First Interim Report

The district's first interim financial report provides information about the district's financial condition and budget for the fiscal year. The report is attached. This memo provides a narrative description of the report.

Background

The district is pleased to announce the commencement of the Capital Construction Program of the California State Board of Education. The State Board of Education has approved the program, which will provide additional funding for the district's capital construction program. The program will provide additional funding for the district's capital construction program.

Report	Report Attachments	Report Date
First Interim	Financial Report	September 2000
Second Interim	Financial Report	December 2000
Unaudited Annual	Financial Report	March 2001

Financial Reports Included—First Interim Report to Board

The financial report is included in this document.

- First Interim Budget Information which includes the District Adopted Budget and the First Interim Budget
- First Interim State Report (SACS format)
- Financial Information
- State Criteria and Standards

Capital construction program information is provided in the district's annual report, which is maintained through the CBE of the District's annual report. Both the First and Second Interim Reports are available on a cash basis and are available on the district's website.

Current year budget and financial information is provided in the CBE of the California State Board of Education. The California State Board of Education has approved the program, which will provide additional funding for the district's capital construction program.

Current Year Budget

At first interim, the district's budget information is provided in the district's annual report.

The annual report includes information about the district's financial condition and budget for the fiscal year. The report is attached. This memo provides a narrative description of the report.

The following details the most direct items in the financial statement

LCFF: The district is providing the local and state estimated CCLA and LCFF Local Ratio

for the School District is provided a separate and separate Unaudited financial statement

ADA: Based on the previous data in the district is provided a detailed information about ADA

Additional One-time Revenues: One-time revenues related to Special Education Enrollment Grant and

Employee Compensation: Normal compensation and compensation awarded in the financial statement

Budget Additions/Decreases: The budget is based on a separate estimated expenditures in the

Items Not Yet Accounted for in Three-year Projection

Negotiated Increase to Employee Compensation: The district has not reached an agreement with the

Please note: as of the date of First Interim, both unions are taking a Tentative Agreement of 1.5% ongoing and 1.5% off schedule bonus as well as an increase of the family health cap from \$17,400 to \$18,240. The total cost of this TA for FETA and CSEA is \$3,070,919 for 2019-20.

Ending Fund Balances

Table is a summary of changes to the financial statement the district provides to the

Account Code	Account Code	Account Code	Total
	Account Code	Account Code	Account Code
Account Code	Account Code	Account Code	Account Code
Account Code	Account Code	Account Code	Account Code
Account Code	Account Code	Account Code	Account Code

Account Code is provided Unaudited and is in the Financial Statement Unaudited

Required Disclosure under Education Code section 42127(a)(2)(b) regarding reasons for Ending Fund Balances above the State-recommended minimum level

Education Code section 42127(a)(2)(b) requires a statement to be prepared that identifies the ending fund balances and the reasons for ending fund balances that are above the minimum recommended standard for the minimum recommended level for each district identified in the report.

The Board of Trustees of the District of Columbia Schools District Committee maintains a budget which provides a detailed statement of the district's financial condition and the district's financial condition. The district must also have a plan to mitigate the budget deficit. In addition, the district is required to maintain the minimum recommended level for each district that might be identified in the report. The district must also have a plan to mitigate the budget deficit. In addition, the district must also have a plan to mitigate the budget deficit. In addition, the district must also have a plan to mitigate the budget deficit.

Estimated Unrestricted Ending Fund Balances

	<u>Actual</u>	<u>Unrestricted</u>	<u>Minimum</u>	<u>Amount Above</u> <u>Minimum</u>
2019 Actual	10000000	10000000	10000000	0
2019 Unrestricted	10000000	10000000	10000000	0
2019 Minimum	10000000	10000000	10000000	0

Certification

I, the Board of Trustees of the District of Columbia Schools District Committee, certify that the ending fund balances for the State and the District are in compliance with the State and District financial reporting requirements. I, the Board of Trustees of the District of Columbia Schools District Committee, certify that the ending fund balances for the State and the District are in compliance with the State and District financial reporting requirements.

Conclusion

The District's Ending Fund Balances are an important document in the district's financial reporting process. The Board of Trustees of the District of Columbia Schools District Committee is committed to ensuring that the ending fund balances for the State and the District are in compliance with the State and District financial reporting requirements.

**Fullerton School District
2019-20 Budget Projection Assumptions for First Interim
Fiscal Years Ending June 30, 2020, 2021, 2022**

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
LC00			
Statutory COLA	0.00%	0.00%	0.00%
Unfunded liability	0.00%	0.00%	0.00%
LC00 Gas and electric rates	N/A	N/A	N/A
AAA change to LC00	0.00%	0.00%	0.00%
LC00 debt AAA	0.00%	0.00%	0.00%
Change in miscellaneous AAA	0.00%	0.00%	0.00%
Unfunded AAA	0.00%	0.00%	0.00%
Categorical programs COLA			
Dedicated programs	Not projected	Not projected	Not projected
Special Education	0.00%	0.00%	0.00%
Lifted programs	0.00%	0.00%	0.00%
Additional Contract items	0.00%	0.00%	0.00%
Time Special Education Earned Incentive for school staff	0.00%	0.00%	0.00%
Categorical programs			
Special Education	Based on current item estimate from SELA and current budget assumptions	0.00%	0.00%
Retailer Readiness aid Categorical merit state minimum	Based on current budget assumptions	0.00%	0.00%

First Interim 2019-20 Budget Projection Assumptions
 FY June 30, 2020, 2021, 2022 (continued)

	<u>2020</u>	<u>2021</u>	<u>2022</u>
State and Community Insurance Contributed	0000	0000	0000
Capital	0000	0000	0000
Operating Stat	0000	0000	0000
STRS and ERS Insurance Unfunded	00000000	00000000	00000000
Estimated Change in Health Insurance	00000000	00000000	00000000
Estimated Change in TE Teaching	00	000	000
Supplies and Services	Capital 00000000 Operating 00000000 Total 00000000	Admitted 00000000 00000000	Admitted 00000000 00000000

FULLERTON ELEMENTARY SCHOOL DISTRICT
UNRESTRICTED GENERAL FUND
2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ 116,642,739	\$ 116,655,602
Federal Revenues	-	-
State Revenues	2,439,721	4,222,294
Other Local Revenues	761,511	1,339,127
Total Revenues	<u>\$ 119,843,971</u>	<u>\$ 122,217,023</u>
Expenditures		
Certificated Salaries	\$ 52,751,509	\$ 51,917,951
Classified Salaries	15,019,534	15,076,085
Employee Benefits	27,473,550	26,921,798
Books and Supplies	3,381,061	5,110,231
Services and Other Operating	6,003,077	6,773,186
Capital Outlay	167,511	167,511
Other Outgo	778,275	800,990
Direct Support	(865,196)	(873,457)
Total Expenditures	<u>\$ 104,709,321</u>	<u>\$ 105,894,295</u>
Excess (deficiency) of revenues over expenditures	\$ 15,134,650	\$ 16,322,728
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ 760,143
Interfund Transfers Out	-	-
Contributions	(18,075,567)	(17,262,499)
Total Other Financing Sources (Uses)	<u>\$ (18,075,567)</u>	<u>\$ (16,502,356)</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (2,940,917)	\$ (179,628)
<hr/>		
Beginning Fund Balance	\$ 31,296,006	\$ 32,867,740
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	31,296,006	32,867,740
Ending Fund Balance	<u>\$ 28,355,089</u>	<u>\$ 32,688,112</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	70,000	70,000
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	4,215,302	4,432,879
Restricted	-	-
Assigned	4,000,000	4,000,000
Unassigned	20,019,787	24,135,233
Total Ending Fund Balance	<u>\$ 28,355,089</u>	<u>\$ 32,688,112</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 RESTRICTED GENERAL FUND
 2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	6,421,685	7,394,722
State Revenues	3,177,837	3,392,744
Other Local Revenues	8,125,635	8,691,042
Total Revenues	<u>\$ 17,725,157</u>	<u>\$ 19,478,508</u>
Expenditures		
Certificated Salaries	\$ 12,214,446	\$ 12,229,710
Classified Salaries	8,261,151	8,246,647
Employee Benefits	8,298,300	8,315,608
Books and Supplies	1,543,076	6,002,595
Services and Other Operating	2,983,236	3,539,422
Capital Outlay	1,030,000	2,111,285
Other Outgo	1,016,915	958,946
Direct Support	453,600	464,105
Total Expenditures	<u>\$ 35,800,724</u>	<u>\$ 41,868,318</u>
Excess (deficiency) of revenues over expenditures	\$ (18,075,567)	\$ (22,389,810)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	18,075,567	17,262,499
Total Other Financing Sources (Uses)	<u>\$ 18,075,567</u>	<u>\$ 17,262,499</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ -	\$ (5,127,311)
Beginning Fund Balance		
Beginning Fund Balance	\$ -	\$ 5,127,311
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>-</u>	<u>5,127,311</u>
Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	-	-
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SUMMARY GENERAL FUND
2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ 116,642,739	\$ 116,655,602
Federal Revenues	6,421,685	7,394,722
State Revenues	5,617,558	7,615,038
Other Local Revenues	8,887,146	10,030,169
Total Revenues	<u>\$ 137,569,128</u>	<u>\$ 141,695,531</u>
Expenditures		
Certificated Salaries	\$ 64,965,955	\$ 64,147,661
Classified Salaries	23,280,685	23,322,732
Employee Benefits	35,771,850	35,237,406
Books and Supplies	4,924,137	11,112,826
Services and Other Operating	8,986,313	10,312,608
Capital Outlay	1,197,511	2,278,796
Other Outgo	1,795,190	1,759,936
Direct Support	(411,596)	(409,352)
Total Expenditures	<u>\$ 140,510,045</u>	<u>\$ 147,762,613</u>
Excess (deficiency) of revenues over expenditures	\$ (2,940,917)	\$ (6,067,082)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ 760,143
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ 760,143</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (2,940,917)	\$ (5,306,939)
<hr/>		
Beginning Fund Balance	\$ 31,296,006	\$ 37,995,051
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	31,296,006	37,995,051
Ending Fund Balance	<u>\$ 28,355,089</u>	<u>\$ 32,688,112</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	70,000	70,000
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	4,215,302	4,432,879
Restricted	-	-
Assigned	4,000,000	4,000,000
Unassigned	20,019,787	24,135,233
Total Ending Fund Balance	<u>\$ 28,355,089</u>	<u>\$ 32,688,112</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CHILD DEVELOPMENT FUND
2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	2,264,850	2,304,744
Other Local Revenues	2,519,304	2,531,304
Total Revenues	<u>\$ 4,784,154</u>	<u>\$ 4,836,048</u>
Expenditures		
Certificated Salaries	\$ 801,933	\$ 836,933
Classified Salaries	2,099,914	2,110,914
Employee Benefits	1,071,374	1,077,564
Books and Supplies	712,350	633,550
Services and Other Operating	87,556	152,563
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	186,127	187,624
Total Expenditures	<u>\$ 4,959,254</u>	<u>\$ 4,999,148</u>
Excess (deficiency) of revenues over expenditures	\$ (175,100)	\$ (163,100)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (175,100)</u>	<u>\$ (163,100)</u>
Beginning Fund Balance		
Beginning Fund Balance	\$ 541,555	\$ 994,044
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>541,555</u>	<u>994,044</u>
Ending Fund Balance	<u><u>\$ 366,455</u></u>	<u><u>\$ 830,944</u></u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	366,455	830,944
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u><u>\$ 366,455</u></u>	<u><u>\$ 830,944</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CAFETERIA FUND
2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	4,553,044	4,575,766
State Revenues	257,508	257,508
Other Local Revenues	1,356,197	1,336,775
Total Revenues	<u>\$ 6,166,749</u>	<u>\$ 6,170,049</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	2,135,519	2,121,510
Employee Benefits	1,053,842	1,048,669
Books and Supplies	2,715,078	2,646,050
Services and Other Operating	276,816	269,096
Capital Outlay	255,000	255,000
Other Outgo	-	-
Direct Support	225,469	221,728
Total Expenditures	<u>\$ 6,661,724</u>	<u>\$ 6,562,053</u>
Excess (deficiency) of revenues over expenditures	\$ (494,975)	\$ (392,004)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (494,975)</u>	<u>\$ (392,004)</u>
Beginning Fund Balance	\$ 1,791,956	\$ 1,936,722
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>1,791,956</u>	<u>1,936,722</u>
Ending Fund Balance	<u><u>\$ 1,296,981</u></u>	<u><u>\$ 1,544,718</u></u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	1,296,981	1,544,718
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u><u>\$ 1,296,981</u></u>	<u><u>\$ 1,544,718</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 DEFERRED MAINTENANCE FUND
 2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	900	900
Total Revenues	<u>\$ 900</u>	<u>\$ 900</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	40	40
Capital Outlay	36,105	36,105
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 36,145</u>	<u>\$ 36,145</u>
Excess (deficiency) of revenues over expenditures	\$ (35,245)	\$ (35,245)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (35,245)</u>	<u>\$ (35,245)</u>
Beginning Fund Balance	\$ 56,118	\$ 56,721
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>56,118</u>	<u>56,721</u>
Ending Fund Balance	<u>\$ 20,873</u>	<u>\$ 21,476</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	20,873	21,476
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 20,873</u>	<u>\$ 21,476</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
BUILDING FUND
2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	150	150
Total Revenues	<u>\$ 150</u>	<u>\$ 150</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures	\$ 150	\$ 150
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ 150</u>	<u>\$ 150</u>
Beginning Fund Balance	\$ 8,675	\$ 8,731
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>8,675</u>	<u>8,731</u>
Ending Fund Balance	<u><u>\$ 8,825</u></u>	<u><u>\$ 8,881</u></u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	8,825	8,881
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u><u>\$ 8,825</u></u>	<u><u>\$ 8,881</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL FACILITIES FUND
 2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	124,000	126,500
Total Revenues	<u>\$ 124,000</u>	<u>\$ 126,500</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	76,850	76,850
Capital Outlay	304,000	304,000
Other Outgo	31,461	31,461
Direct Support	-	-
Total Expenditures	<u>\$ 412,311</u>	<u>\$ 412,311</u>
Excess (deficiency) of revenues over expenditures	\$ (288,311)	\$ (285,811)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (288,311)</u>	<u>\$ (285,811)</u>
Beginning Fund Balance		
Beginning Fund Balance	\$ 686,218	\$ 1,299,605
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>686,218</u>	<u>1,299,605</u>
Ending Fund Balance	<u>\$ 397,907</u>	<u>\$ 1,013,794</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	100,000	100,000
Assigned	-	-
Unassigned	297,907	913,794
Total Ending Fund Balance	<u>\$ 397,907</u>	<u>\$ 1,013,794</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SPECIAL RESERVE FUND-CAPITAL OUTLAY PROJECTS
2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	640,000	660,000
Total Revenues	<u>\$ 640,000</u>	<u>\$ 660,000</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	14,000	14,000
Capital Outlay	240,000	240,000
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 254,000</u>	<u>\$ 254,000</u>
Excess (deficiency) of revenues over expenditures	\$ 386,000	\$ 406,000
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ 386,000</u>	<u>\$ 406,000</u>
Beginning Fund Balance	\$ 2,174,238	\$ 2,532,241
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>2,174,238</u>	<u>2,532,241</u>
Ending Fund Balance	<u><u>\$ 2,560,238</u></u>	<u><u>\$ 2,938,241</u></u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	622,948	1,785,708
Assigned	1,937,290	1,152,533
Unassigned	-	-
Total Ending Fund Balance	<u><u>\$ 2,560,238</u></u>	<u><u>\$ 2,938,241</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL PROJECTS FUND-BLENDED COMPONENTS
 2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,998,487	1,998,487
Total Revenues	<u>\$ 1,998,487</u>	<u>\$ 1,998,487</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	146,120	146,120
Capital Outlay	-	-
Other Outgo	632,933	632,933
Direct Support	-	-
Total Expenditures	<u>\$ 779,053</u>	<u>\$ 779,053</u>
Excess (deficiency) of revenues over expenditures	\$ 1,219,434	\$ 1,219,434
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Uses	1,122,395	1,122,395
Total Other Financing Sources (Uses)	<u>\$ (1,122,395)</u>	<u>\$ (1,122,395)</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ 97,039	\$ 97,039
<hr/>		
Beginning Fund Balance	\$ 547,669	\$ 476,715
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	547,669	476,715
Ending Fund Balance	<u>\$ 644,708</u>	<u>\$ 573,754</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	644,708	573,754
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 644,708</u>	<u>\$ 573,754</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 BOND INTEREST AND REDEMPTION FUND
 2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	4,177,699	4,177,699
Total Revenues	<u>\$ 4,177,699</u>	<u>\$ 4,177,699</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	3,929,698	3,929,698
Direct Support	-	-
Total Expenditures	<u>\$ 3,929,698</u>	<u>\$ 3,929,698</u>
Excess (deficiency) of revenues over expenditures	\$ 248,001	\$ 248,001
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ 248,001</u>	<u>\$ 248,001</u>
Beginning Fund Balance	\$ 3,803,223	\$ 3,803,223
Other Restatements	-	-
Adjusted Beginning Fund Balance	<u>3,803,223</u>	<u>3,803,223</u>
Ending Fund Balance	<u>\$ 4,051,224</u>	<u>\$ 4,051,224</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	4,051,224	4,051,224
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 4,051,224</u>	<u>\$ 4,051,224</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 SELF INSURANCE FUND
 2019-20

	Adopted Budget 2019-20	First Interim 2019-20
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,746,500	1,774,500
Total Revenues	<u>\$ 1,746,500</u>	<u>\$ 1,774,500</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	173,743	173,743
Employee Benefits	92,238	92,238
Books and Supplies	66,971	66,971
Services and Other Operating	1,508,070	1,508,070
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 1,841,022</u>	<u>\$ 1,841,022</u>
Excess (deficiency) of revenues over expenditures	\$ (94,522)	\$ (66,522)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (94,522)	\$ (66,522)
<hr/>		
Beginning Net Position	\$ 1,785,903	\$ 1,829,031
Audit Adjustment	-	-
Adjusted Beginning Net Position	<u>1,785,903</u>	<u>1,829,031</u>
Ending Net Position	<u>\$ 1,691,381</u>	<u>\$ 1,762,509</u>
<i>Components of Ending Net Position:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	-	-
Assigned	-	-
Unrestricted Net Position	<u>1,691,381</u>	<u>1,762,509</u>
Total Ending Net Position	<u>\$ 1,691,381</u>	<u>\$ 1,762,509</u>

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____
District Superintendent or Designee

Date: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 10, 2019

Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Robert R. Coghlan, Ph.D.

Telephone: (714) 447-7412

Title: Asst. Superintendent Business Services

E-mail: robert_coghlan@myfsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2018-19) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2019-20 Original Budget	2019-20 Board Approved Operating Budget	2019-20 Actuals to Date	2019-20 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund				
121	Child Development Fund	G	G	G	G
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund	G	G	G	G
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects				
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund				
401	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
491	Capital Project Fund for Blended Component Units	G	G	G	G
511	Bond Interest and Redemption Fund	G	G		G
521	Debt Service Fund for Blended Component Units				
531	Tax Override Fund				
561	Debt Service Fund				
571	Foundation Permanent Fund				
611	Cafeteria Enterprise Fund				
621	Charter Schools Enterprise Fund				
631	Other Enterprise Fund				
661	Warehouse Revolving Fund				
671	Self-Insurance Fund	G	G	G	G
711	Retiree Benefit Fund				
731	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	116,642,739.00	116,655,602.00	19,775,937.04	116,655,602.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,439,721.00	4,222,294.00	26,364.00	4,222,294.00	0.00	0.0%
4) Other Local Revenue		8600-8799	761,511.00	1,339,127.00	322,357.43	1,339,127.00	0.00	0.0%
5) TOTAL, REVENUES			119,843,971.00	122,217,023.00	20,124,658.47	122,217,023.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	52,751,509.00	51,917,951.00	15,487,632.89	51,917,951.00	0.00	0.0%
2) Classified Salaries		2000-2999	15,019,534.00	15,076,085.00	3,801,972.01	15,076,085.00	0.00	0.0%
3) Employee Benefits		3000-3999	27,473,550.00	26,921,798.00	7,456,709.79	26,921,798.00	0.00	0.0%
4) Books and Supplies		4000-4999	3,381,061.00	5,110,231.00	2,243,632.47	5,110,231.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,003,077.00	6,773,186.00	2,726,081.28	6,773,186.00	0.00	0.0%
6) Capital Outlay		6000-6999	167,511.00	167,511.00	73,974.01	167,511.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	778,275.00	800,990.00	519,451.17	800,990.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(865,196.00)	(873,457.00)	(74,831.79)	(873,457.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			104,709,321.00	105,894,295.00	32,234,621.83	105,894,295.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			15,134,650.00	16,322,728.00	(12,109,963.36)	16,322,728.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(18,075,567.00)	(17,262,499.00)	0.00	(17,262,499.00)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(18,075,567.00)	(16,502,356.00)	758,467.07	(16,502,356.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,940,917.00)	(179,628.00)	(11,351,496.29)	(179,628.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	31,296,006.00	32,867,740.00		32,867,740.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,296,006.00	32,867,740.00		32,867,740.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,296,006.00	32,867,740.00		32,867,740.00		
2) Ending Balance, June 30 (E + F1e)			28,355,089.00	32,688,112.00		32,688,112.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	70,000.00	70,000.00		70,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,000,000.00	4,000,000.00		4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	4,432,879.00	4,432,879.00		4,432,879.00		
Unassigned/Unappropriated Amount			19,802,210.00	24,135,233.00		24,135,233.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	52,493,765.00	49,398,331.00	14,937,972.84	49,398,331.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	10,273,521.00	11,631,506.00	2,907,877.00	11,631,506.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	209,168.00	205,281.00	0.00	205,281.00	0.00	0.0%
Timber Yield Tax		8022	5.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	38,508,351.00	40,375,083.00	0.00	40,375,083.00	0.00	0.0%
Unsecured Roll Taxes		8042	1,158,569.00	1,169,573.00	699,102.20	1,169,573.00	0.00	0.0%
Prior Years' Taxes		8043	428,591.00	500,434.00	487,943.84	500,434.00	0.00	0.0%
Supplemental Taxes		8044	1,734,421.00	1,819,952.00	406,021.66	1,819,952.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	8,272,350.00	7,482,510.00	336,997.00	7,482,510.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	3,563,998.00	4,072,932.00	22.50	4,072,932.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			116,642,739.00	116,655,602.00	19,775,937.04	116,655,602.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			116,642,739.00	116,655,602.00	19,775,937.04	116,655,602.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	407,804.00	407,045.00	0.00	407,045.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	1,994,917.00	2,048,336.00	26,364.00	2,048,336.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	37,000.00	1,766,913.00	0.00	1,766,913.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,439,721.00	4,222,294.00	26,364.00	4,222,294.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	75,000.00	75,000.00	11,956.74	75,000.00	0.00	0.0%
Interest		8660	400,000.00	602,616.00	194,478.27	602,616.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	271,511.00	646,511.00	115,922.42	646,511.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			761,511.00	1,339,127.00	322,357.43	1,339,127.00	0.00	0.0%
TOTAL, REVENUES			119,843,971.00	122,217,023.00	20,124,658.47	122,217,023.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	44,255,857.00	43,436,014.00	12,849,361.15	43,436,014.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,660,347.00	1,545,082.00	437,096.69	1,545,082.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	6,104,410.00	6,200,863.00	1,992,178.47	6,200,863.00	0.00	0.0%
Other Certificated Salaries		1900	730,895.00	735,992.00	208,996.58	735,992.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			52,751,509.00	51,917,951.00	15,487,632.89	51,917,951.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,783,805.00	1,604,286.00	212,753.12	1,604,286.00	0.00	0.0%
Classified Support Salaries		2200	6,729,065.00	6,898,137.00	2,023,031.01	6,898,137.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	1,325,216.00	1,414,299.00	428,353.22	1,414,299.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	4,572,726.00	4,601,390.00	1,050,711.53	4,601,390.00	0.00	0.0%
Other Classified Salaries		2900	608,722.00	557,973.00	87,123.13	557,973.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			15,019,534.00	15,076,085.00	3,801,972.01	15,076,085.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	8,784,298.00	8,888,201.00	1,591,968.89	8,888,201.00	0.00	0.0%
PERS		3201-3202	2,603,929.00	2,648,262.00	637,662.57	2,648,262.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,967,185.00	1,992,040.00	513,486.89	1,992,040.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	12,174,521.00	11,768,588.00	4,005,063.49	11,768,588.00	0.00	0.0%
Unemployment Insurance		3501-3502	33,981.00	34,957.00	6,435.06	34,957.00	0.00	0.0%
Workers' Compensation		3601-3602	602,602.00	604,541.00	158,704.80	604,541.00	0.00	0.0%
OPEB, Allocated		3701-3702	935,150.00	613,325.00	248,877.85	613,325.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	371,884.00	371,884.00	294,510.24	371,884.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			27,473,550.00	26,921,798.00	7,456,709.79	26,921,798.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	200.00	125.00	0.00	125.00	0.00	0.0%
Materials and Supplies		4300	3,093,950.00	4,035,688.00	1,379,241.04	4,035,688.00	0.00	0.0%
Noncapitalized Equipment		4400	286,911.00	1,074,418.00	862,870.04	1,074,418.00	0.00	0.0%
Food		4700	0.00	0.00	1,521.39	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,381,061.00	5,110,231.00	2,243,632.47	5,110,231.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	351,259.00	347,696.00	85,847.39	347,696.00	0.00	0.0%
Dues and Memberships		5300	48,600.00	48,955.00	44,112.15	48,955.00	0.00	0.0%
Insurance		5400-5450	766,100.00	766,100.00	763,636.00	766,100.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,970,000.00	1,880,000.00	682,022.44	1,880,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	324,117.00	341,094.00	118,504.47	341,094.00	0.00	0.0%
Transfers of Direct Costs		5710	(64,172.00)	(56,191.00)	(55,663.23)	(56,191.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(11,600.00)	(11,600.00)	(1,948.61)	(11,600.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,170,910.00	2,633,294.00	913,606.06	2,633,294.00	0.00	0.0%
Communications		5900	447,863.00	823,838.00	175,964.61	823,838.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,003,077.00	6,773,186.00	2,726,081.28	6,773,186.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	147,511.00	107,511.00	0.00	107,511.00	0.00	0.0%
Equipment Replacement		6500	20,000.00	60,000.00	73,974.01	60,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			167,511.00	167,511.00	73,974.01	167,511.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	250,000.00	250,000.00	68,956.50	250,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	134,175.00	134,203.00	67,706.01	134,203.00	0.00	0.0%
Other Debt Service - Principal		7439	394,100.00	416,787.00	382,788.66	416,787.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			778,275.00	800,990.00	519,451.17	800,990.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(453,600.00)	(464,105.00)	(56,111.13)	(464,105.00)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(411,596.00)	(409,352.00)	(18,720.66)	(409,352.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(865,196.00)	(873,457.00)	(74,831.79)	(873,457.00)	0.00	0.0%
TOTAL, EXPENDITURES			104,709,321.00	105,894,295.00	32,234,621.83	105,894,295.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(18,075,567.00)	(17,262,499.00)	0.00	(17,262,499.00)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(18,075,567.00)	(17,262,499.00)	0.00	(17,262,499.00)	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(18,075,567.00)	(16,502,356.00)	758,467.07	(16,502,356.00)	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,421,685.00	7,394,722.00	1,345,466.69	7,394,722.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,177,837.00	3,392,744.00	60,897.37	3,392,744.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,125,635.00	8,691,042.00	412,023.13	8,691,042.00	0.00	0.0%
5) TOTAL, REVENUES			17,725,157.00	19,478,508.00	1,818,387.19	19,478,508.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	12,214,446.00	12,229,710.00	3,777,445.64	12,229,710.00	0.00	0.0%
2) Classified Salaries		2000-2999	8,261,151.00	8,246,647.00	1,660,190.36	8,246,647.00	0.00	0.0%
3) Employee Benefits		3000-3999	8,298,300.00	8,315,608.00	2,306,967.42	8,315,608.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,543,076.00	6,002,595.00	1,087,551.85	6,002,595.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,983,236.00	3,539,422.00	1,134,184.60	3,539,422.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,030,000.00	2,111,285.00	496,361.97	2,111,285.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,016,915.00	958,946.00	42,917.76	958,946.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	453,600.00	464,105.00	56,111.13	464,105.00	0.00	0.0%
9) TOTAL, EXPENDITURES			35,800,724.00	41,868,318.00	10,561,730.73	41,868,318.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(18,075,567.00)	(22,389,810.00)	(8,743,343.54)	(22,389,810.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	18,075,567.00	17,262,499.00	0.00	17,262,499.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,075,567.00	17,262,499.00	0.00	17,262,499.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(5,127,311.00)	(8,743,343.54)	(5,127,311.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	5,127,311.00		5,127,311.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	5,127,311.00		5,127,311.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	5,127,311.00		5,127,311.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,445,067.00	2,445,067.00	0.00	2,445,067.00	0.00	0.0%
Special Education Discretionary Grants		8182	68,032.00	68,032.00	0.00	68,032.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	2,630,839.00	2,903,006.00	573,190.53	2,903,006.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	363,593.00	443,351.00	115,501.18	443,351.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	26,700.00	30,092.00	7,523.00	30,092.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	353,800.00	556,752.00	162,505.54	556,752.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	168,654.00	583,422.00	379,264.32	583,422.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	365,000.00	365,000.00	107,482.12	365,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			6,421,685.00	7,394,722.00	1,345,466.69	7,394,722.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materis		8560	700,203.00	773,515.00	59,877.84	773,515.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	1,655,783.00	1,794,869.00	0.00	1,794,869.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	464.00	464.00	1,019.53	464.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	821,387.00	823,896.00	0.00	823,896.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,177,837.00	3,392,744.00	60,897.37	3,392,744.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,213,614.00	1,784,594.00	410,423.13	1,784,594.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,912,021.00	6,906,448.00	1,600.00	6,906,448.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,125,635.00	8,691,042.00	412,023.13	8,691,042.00	0.00	0.0%
TOTAL, REVENUES			17,725,157.00	19,478,508.00	1,818,387.19	19,478,508.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	10,114,276.00	10,094,874.00	3,061,284.28	10,094,874.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,075,283.00	1,044,733.00	310,309.01	1,044,733.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,018,387.00	1,078,603.00	401,571.13	1,078,603.00	0.00	0.0%
Other Certificated Salaries		1900	6,500.00	11,500.00	4,281.22	11,500.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			12,214,446.00	12,229,710.00	3,777,445.64	12,229,710.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	5,129,465.00	5,143,911.00	918,381.20	5,143,911.00	0.00	0.0%
Classified Support Salaries		2200	1,161,927.00	1,397,885.00	323,887.69	1,397,885.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	991,621.00	991,489.00	220,360.02	991,489.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	960,029.00	697,292.00	196,998.35	697,292.00	0.00	0.0%
Other Classified Salaries		2900	18,109.00	16,070.00	563.10	16,070.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			8,261,151.00	8,246,647.00	1,660,190.36	8,246,647.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,070,113.00	2,091,718.00	631,000.69	2,091,718.00	0.00	0.0%
PERS		3201-3202	1,471,439.00	1,473,733.00	285,664.06	1,473,733.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	836,578.00	863,180.00	174,901.91	863,180.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	3,376,096.00	3,341,027.00	1,072,154.86	3,341,027.00	0.00	0.0%
Unemployment Insurance		3501-3502	10,327.00	10,354.00	2,631.81	10,354.00	0.00	0.0%
Workers' Compensation		3601-3602	246,357.00	247,218.00	64,940.34	247,218.00	0.00	0.0%
OPEB, Allocated		3701-3702	287,390.00	288,378.00	75,673.75	288,378.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			8,298,300.00	8,315,608.00	2,306,967.42	8,315,608.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	200,000.00	213,434.00	83,337.22	213,434.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,145,512.00	5,475,119.00	899,691.72	5,475,119.00	0.00	0.0%
Noncapitalized Equipment		4400	197,564.00	314,042.00	104,522.91	314,042.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,543,076.00	6,002,595.00	1,087,551.85	6,002,595.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	365,000.00	270,000.00	0.00	270,000.00	0.00	0.0%
Travel and Conferences		5200	127,319.00	194,044.00	36,487.90	194,044.00	0.00	0.0%
Dues and Memberships		5300	4,100.00	4,100.00	1,069.00	4,100.00	0.00	0.0%
Insurance		5400-5450	15,000.00	15,000.00	14,361.00	15,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	356,800.00	456,300.00	231,046.65	456,300.00	0.00	0.0%
Transfers of Direct Costs		5710	64,172.00	56,191.00	55,663.23	56,191.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(500.00)	(500.00)	0.00	(500.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,024,845.00	2,509,787.00	778,670.18	2,509,787.00	0.00	0.0%
Communications		5900	26,500.00	34,500.00	16,886.64	34,500.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,983,236.00	3,539,422.00	1,134,184.60	3,539,422.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	575,000.00	1,275,000.00	315,985.12	1,275,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	425,000.00	806,285.00	180,376.85	806,285.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,030,000.00	2,111,285.00	496,361.97	2,111,285.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	225,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Payments to County Offices		7142	791,915.00	858,946.00	42,917.76	858,946.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,016,915.00	958,946.00	42,917.76	958,946.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	453,600.00	464,105.00	56,111.13	464,105.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			453,600.00	464,105.00	56,111.13	464,105.00	0.00	0.0%
TOTAL, EXPENDITURES			35,800,724.00	41,868,318.00	10,561,730.73	41,868,318.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	18,075,567.00	17,262,499.00	0.00	17,262,499.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			18,075,567.00	17,262,499.00	0.00	17,262,499.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			18,075,567.00	17,262,499.00	0.00	17,262,499.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	116,642,739.00	116,655,602.00	19,775,937.04	116,655,602.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,421,685.00	7,394,722.00	1,345,466.69	7,394,722.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,617,558.00	7,615,038.00	87,261.37	7,615,038.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,887,146.00	10,030,169.00	734,380.56	10,030,169.00	0.00	0.0%
5) TOTAL, REVENUES			137,569,128.00	141,695,531.00	21,943,045.66	141,695,531.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	64,965,955.00	64,147,661.00	19,265,078.53	64,147,661.00	0.00	0.0%
2) Classified Salaries		2000-2999	23,280,685.00	23,322,732.00	5,462,162.37	23,322,732.00	0.00	0.0%
3) Employee Benefits		3000-3999	35,771,850.00	35,237,406.00	9,763,677.21	35,237,406.00	0.00	0.0%
4) Books and Supplies		4000-4999	4,924,137.00	11,112,826.00	3,331,184.32	11,112,826.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	8,986,313.00	10,312,608.00	3,860,265.88	10,312,608.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,197,511.00	2,278,796.00	570,335.98	2,278,796.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,795,190.00	1,759,936.00	562,368.93	1,759,936.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(411,596.00)	(409,352.00)	(18,720.66)	(409,352.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			140,510,045.00	147,762,613.00	42,796,352.56	147,762,613.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,940,917.00)	(6,067,082.00)	(20,853,306.90)	(6,067,082.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	760,143.00	758,467.07	760,143.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,940,917.00)	(5,306,939.00)	(20,094,839.83)	(5,306,939.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	31,296,006.00	37,995,051.00		37,995,051.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,296,006.00	37,995,051.00		37,995,051.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,296,006.00	37,995,051.00		37,995,051.00		
2) Ending Balance, June 30 (E + F1e)			28,355,089.00	32,688,112.00		32,688,112.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	70,000.00	70,000.00		70,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,000,000.00	4,000,000.00		4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	4,432,879.00	4,432,879.00		4,432,879.00		
Unassigned/Unappropriated Amount			19,802,210.00	24,135,233.00		24,135,233.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	52,493,765.00	49,398,331.00	14,937,972.84	49,398,331.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	10,273,521.00	11,631,506.00	2,907,877.00	11,631,506.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	209,168.00	205,281.00	0.00	205,281.00	0.00	0.0%
Timber Yield Tax		8022	5.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	38,508,351.00	40,375,083.00	0.00	40,375,083.00	0.00	0.0%
Unsecured Roll Taxes		8042	1,158,569.00	1,169,573.00	699,102.20	1,169,573.00	0.00	0.0%
Prior Years' Taxes		8043	428,591.00	500,434.00	487,943.84	500,434.00	0.00	0.0%
Supplemental Taxes		8044	1,734,421.00	1,819,952.00	406,021.66	1,819,952.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	8,272,350.00	7,482,510.00	336,997.00	7,482,510.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	3,563,998.00	4,072,932.00	22.50	4,072,932.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			116,642,739.00	116,655,602.00	19,775,937.04	116,655,602.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			116,642,739.00	116,655,602.00	19,775,937.04	116,655,602.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,445,067.00	2,445,067.00	0.00	2,445,067.00	0.00	0.0%
Special Education Discretionary Grants		8182	68,032.00	68,032.00	0.00	68,032.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	2,630,839.00	2,903,006.00	573,190.53	2,903,006.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	363,593.00	443,351.00	115,501.18	443,351.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	26,700.00	30,092.00	7,523.00	30,092.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	353,800.00	556,752.00	162,505.54	556,752.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290	168,654.00	583,422.00	379,264.32	583,422.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	365,000.00	365,000.00	107,482.12	365,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			6,421,685.00	7,394,722.00	1,345,466.69	7,394,722.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	407,804.00	407,045.00	0.00	407,045.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,695,120.00	2,821,851.00	86,241.84	2,821,851.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	1,655,783.00	1,794,869.00	0.00	1,794,869.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	464.00	464.00	1,019.53	464.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	858,387.00	2,590,809.00	0.00	2,590,809.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			5,617,558.00	7,615,038.00	87,261.37	7,615,038.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	75,000.00	75,000.00	11,956.74	75,000.00	0.00	0.0%
Interest		8660	400,000.00	602,616.00	194,478.27	602,616.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,485,125.00	2,431,105.00	526,345.55	2,431,105.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,912,021.00	6,906,448.00	1,600.00	6,906,448.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,887,146.00	10,030,169.00	734,380.56	10,030,169.00	0.00	0.0%
TOTAL, REVENUES			137,569,128.00	141,695,531.00	21,943,045.66	141,695,531.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	54,370,133.00	53,530,888.00	15,910,645.43	53,530,888.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	2,735,630.00	2,589,815.00	747,405.70	2,589,815.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	7,122,797.00	7,279,466.00	2,393,749.60	7,279,466.00	0.00	0.0%
Other Certificated Salaries		1900	737,395.00	747,492.00	213,277.80	747,492.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			64,965,955.00	64,147,661.00	19,265,078.53	64,147,661.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	6,913,270.00	6,748,197.00	1,131,134.32	6,748,197.00	0.00	0.0%
Classified Support Salaries		2200	7,890,992.00	8,296,022.00	2,346,918.70	8,296,022.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	2,316,837.00	2,405,788.00	648,713.24	2,405,788.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	5,532,755.00	5,298,682.00	1,247,709.88	5,298,682.00	0.00	0.0%
Other Classified Salaries		2900	626,831.00	574,043.00	87,686.23	574,043.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			23,280,685.00	23,322,732.00	5,462,162.37	23,322,732.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	10,854,411.00	10,979,919.00	2,222,969.58	10,979,919.00	0.00	0.0%
PERS		3201-3202	4,075,368.00	4,121,995.00	923,326.63	4,121,995.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	2,803,763.00	2,855,220.00	688,388.80	2,855,220.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	15,550,617.00	15,109,615.00	5,077,218.35	15,109,615.00	0.00	0.0%
Unemployment Insurance		3501-3502	44,308.00	45,311.00	9,066.87	45,311.00	0.00	0.0%
Workers' Compensation		3601-3602	848,959.00	851,759.00	223,645.14	851,759.00	0.00	0.0%
OPEB, Allocated		3701-3702	1,222,540.00	901,703.00	324,551.60	901,703.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	371,884.00	371,884.00	294,510.24	371,884.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			35,771,850.00	35,237,406.00	9,763,677.21	35,237,406.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	200,000.00	213,434.00	83,337.22	213,434.00	0.00	0.0%
Books and Other Reference Materials		4200	200.00	125.00	0.00	125.00	0.00	0.0%
Materials and Supplies		4300	4,239,462.00	9,510,807.00	2,278,932.76	9,510,807.00	0.00	0.0%
Noncapitalized Equipment		4400	484,475.00	1,388,460.00	967,392.95	1,388,460.00	0.00	0.0%
Food		4700	0.00	0.00	1,521.39	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,924,137.00	11,112,826.00	3,331,184.32	11,112,826.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	365,000.00	270,000.00	0.00	270,000.00	0.00	0.0%
Travel and Conferences		5200	478,578.00	541,740.00	122,335.29	541,740.00	0.00	0.0%
Dues and Memberships		5300	52,700.00	53,055.00	45,181.15	53,055.00	0.00	0.0%
Insurance		5400-5450	781,100.00	781,100.00	777,997.00	781,100.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,970,000.00	1,880,000.00	682,022.44	1,880,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	680,917.00	797,394.00	349,551.12	797,394.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(12,100.00)	(12,100.00)	(1,948.61)	(12,100.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,195,755.00	5,143,081.00	1,692,276.24	5,143,081.00	0.00	0.0%
Communications		5900	474,363.00	858,338.00	192,851.25	858,338.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			8,986,313.00	10,312,608.00	3,860,265.88	10,312,608.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	575,000.00	1,275,000.00	315,985.12	1,275,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	425,000.00	806,285.00	180,376.85	806,285.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	147,511.00	107,511.00	0.00	107,511.00	0.00	0.0%
Equipment Replacement		6500	50,000.00	90,000.00	73,974.01	90,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,197,511.00	2,278,796.00	570,335.98	2,278,796.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	225,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Payments to County Offices		7142	1,041,915.00	1,108,946.00	111,874.26	1,108,946.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	134,175.00	134,203.00	67,706.01	134,203.00	0.00	0.0%
Other Debt Service - Principal		7439	394,100.00	416,787.00	382,788.66	416,787.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,795,190.00	1,759,936.00	562,368.93	1,759,936.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(411,596.00)	(409,352.00)	(18,720.66)	(409,352.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(411,596.00)	(409,352.00)	(18,720.66)	(409,352.00)	0.00	0.0%
TOTAL, EXPENDITURES			140,510,045.00	147,762,613.00	42,796,352.56	147,762,613.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	760,143.00	758,467.07	760,143.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2019-20</u> <u>Projected Year Totals</u>
Total, Restricted Balance		<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,264,850.00	2,304,744.00	867,144.80	2,304,744.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,519,304.00	2,531,304.00	705,493.14	2,531,304.00	0.00	0.0%
5) TOTAL, REVENUES			4,784,154.00	4,836,048.00	1,572,637.94	4,836,048.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	801,933.00	836,933.00	220,321.93	836,933.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,099,914.00	2,110,914.00	378,499.40	2,110,914.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,071,374.00	1,077,564.00	231,420.58	1,077,564.00	0.00	0.0%
4) Books and Supplies		4000-4999	712,350.00	633,550.00	58,813.38	633,550.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	87,556.00	152,563.00	25,187.24	152,563.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	186,127.00	187,624.00	18,720.66	187,624.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,959,254.00	4,999,148.00	932,963.19	4,999,148.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(175,100.00)	(163,100.00)	639,674.75	(163,100.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(175,100.00)	(163,100.00)	639,674.75	(163,100.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	541,555.00	994,044.00		994,044.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			541,555.00	994,044.00		994,044.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			541,555.00	994,044.00		994,044.00		
2) Ending Balance, June 30 (E + F1e)			366,455.00	830,944.00		830,944.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	366,455.00	830,944.00		830,944.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	2,145,950.00	2,145,950.00	714,601.00	2,145,950.00	0.00	0.0%
All Other State Revenue	All Other	8590	118,900.00	158,794.00	152,543.80	158,794.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,264,850.00	2,304,744.00	867,144.80	2,304,744.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	17,500.00	29,500.00	7,955.64	29,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	2,501,804.00	2,501,804.00	697,405.50	2,501,804.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	132.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,519,304.00	2,531,304.00	705,493.14	2,531,304.00	0.00	0.0%
TOTAL, REVENUES			4,784,154.00	4,836,048.00	1,572,637.94	4,836,048.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	622,492.00	657,492.00	173,752.83	657,492.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	111,538.00	111,538.00	29,593.48	111,538.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	67,903.00	67,903.00	16,975.62	67,903.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			801,933.00	836,933.00	220,321.93	836,933.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,755,981.00	1,755,981.00	284,758.53	1,755,981.00	0.00	0.0%
Classified Support Salaries		2200	6,000.00	6,000.00	0.00	6,000.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	126,646.00	126,646.00	53,657.01	126,646.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	211,287.00	222,287.00	40,083.86	222,287.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,099,914.00	2,110,914.00	378,499.40	2,110,914.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	106,973.00	111,415.00	20,327.14	111,415.00	0.00	0.0%
PERS		3201-3202	351,307.00	351,307.00	65,755.00	351,307.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	177,146.00	177,974.00	32,800.21	177,974.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	359,043.00	359,043.00	98,338.87	359,043.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,453.00	1,471.00	261.22	1,471.00	0.00	0.0%
Workers' Compensation		3601-3602	34,827.00	35,247.00	6,433.03	35,247.00	0.00	0.0%
OPEB, Allocated		3701-3702	40,625.00	41,107.00	7,505.11	41,107.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,071,374.00	1,077,564.00	231,420.58	1,077,564.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	702,850.00	615,530.00	56,585.84	615,530.00	0.00	0.0%
Noncapitalized Equipment		4400	9,500.00	18,020.00	2,227.54	18,020.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			712,350.00	633,550.00	58,813.38	633,550.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	30,256.00	44,756.00	8,344.75	44,756.00	0.00	0.0%
Dues and Memberships		5300	2,100.00	2,100.00	450.00	2,100.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,000.00	8,000.00	2,443.95	8,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,350.00	10,350.00	1,918.61	10,350.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	22,850.00	70,357.00	7,757.06	70,357.00	0.00	0.0%
Communications		5900	14,000.00	17,000.00	4,272.87	17,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			87,556.00	152,563.00	25,187.24	152,563.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	186,127.00	187,624.00	18,720.66	187,624.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			186,127.00	187,624.00	18,720.66	187,624.00	0.00	0.0%
TOTAL, EXPENDITURES			4,959,254.00	4,999,148.00	932,963.19	4,999,148.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,553,044.00	4,575,766.00	716,671.00	4,575,766.00	0.00	0.0%
3) Other State Revenue		8300-8599	257,508.00	257,508.00	44,813.00	257,508.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,356,197.00	1,336,775.00	250,831.00	1,336,775.00	0.00	0.0%
5) TOTAL, REVENUES			6,166,749.00	6,170,049.00	1,012,315.00	6,170,049.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,135,519.00	2,121,510.00	382,205.00	2,121,510.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,053,842.00	1,048,669.00	193,016.00	1,048,669.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,715,078.00	2,646,050.00	422,009.00	2,646,050.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	276,816.00	269,096.00	110,649.00	269,096.00	0.00	0.0%
6) Capital Outlay		6000-6999	255,000.00	255,000.00	20,919.00	255,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	225,469.00	221,728.00	0.00	221,728.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,661,724.00	6,562,053.00	1,128,798.00	6,562,053.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(494,975.00)	(392,004.00)	(116,483.00)	(392,004.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(494,975.00)	(392,004.00)	(116,483.00)	(392,004.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,791,956.00	1,791,956.00		1,936,722.00	144,766.00	8.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,791,956.00	1,791,956.00		1,936,722.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,791,956.00	1,791,956.00		1,936,722.00		
2) Ending Balance, June 30 (E + F1e)			1,296,981.00	1,399,952.00		1,544,718.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			1,296,981.00	1,399,952.00		1,544,718.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	4,553,044.00	4,575,766.00	716,671.00	4,575,766.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,553,044.00	4,575,766.00	716,671.00	4,575,766.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	257,508.00	257,508.00	44,813.00	257,508.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			257,508.00	257,508.00	44,813.00	257,508.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	1,314,781.00	1,296,625.00	242,132.00	1,296,625.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	6,266.00	5,000.00	869.00	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	35,150.00	35,150.00	7,830.00	35,150.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,356,197.00	1,336,775.00	250,831.00	1,336,775.00	0.00	0.0%
TOTAL, REVENUES			6,166,749.00	6,170,049.00	1,012,315.00	6,170,049.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	1,827,844.00	1,813,938.00	319,668.00	1,813,938.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	307,675.00	307,572.00	62,537.00	307,572.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,135,519.00	2,121,510.00	382,205.00	2,121,510.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	442,052.00	439,153.00	62,449.00	439,153.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	164,367.00	163,296.00	28,719.00	163,296.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	390,832.00	390,000.00	91,708.00	390,000.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,068.00	1,061.00	186.00	1,061.00	0.00	0.0%
Workers' Compensation		3601-3602	25,626.00	25,458.00	4,594.00	25,458.00	0.00	0.0%
OPEB, Allocated		3701-3702	29,897.00	29,701.00	5,360.00	29,701.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,053,842.00	1,048,669.00	193,016.00	1,048,669.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	328,683.00	296,050.00	61,740.00	296,050.00	0.00	0.0%
Noncapitalized Equipment		4400	35,000.00	35,000.00	2,624.00	35,000.00	0.00	0.0%
Food		4700	2,351,395.00	2,315,000.00	357,645.00	2,315,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,715,078.00	2,646,050.00	422,009.00	2,646,050.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	19,644.00	19,644.00	8,376.00	19,644.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	3,000.00	2,452.00	2,452.00	2,452.00	0.00	0.0%
Operations and Housekeeping Services		5500	56,000.00	56,000.00	17,275.00	56,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	96,772.00	90,600.00	44,949.00	90,600.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	52,900.00	55,400.00	27,327.00	55,400.00	0.00	0.0%
Communications		5900	48,500.00	45,000.00	10,270.00	45,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			276,816.00	269,096.00	110,649.00	269,096.00	0.00	0.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	255,000.00	255,000.00	20,919.00	255,000.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			255,000.00	255,000.00	20,919.00	255,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	225,469.00	221,728.00	0.00	221,728.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			225,469.00	221,728.00	0.00	221,728.00	0.00	0.0%
TOTAL, EXPENDITURES			6,661,724.00	6,562,053.00	1,128,798.00	6,562,053.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	1,544,718.00
Total, Restricted Balance		<u>1,544,718.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	900.00	900.00	268.50	900.00	0.00	0.0%
5) TOTAL, REVENUES			900.00	900.00	268.50	900.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	40.00	40.00	4,156.94	40.00	0.00	0.0%
6) Capital Outlay		6000-6999	36,105.00	36,105.00	44,654.47	36,105.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			36,145.00	36,145.00	48,811.41	36,145.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(35,245.00)	(35,245.00)	(48,542.91)	(35,245.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(35,245.00)	(35,245.00)	(48,542.91)	(35,245.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	56,118.00	56,721.00		56,721.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,118.00	56,721.00		56,721.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			56,118.00	56,721.00		56,721.00		
2) Ending Balance, June 30 (E + F1e)			20,873.00	21,476.00		21,476.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	20,873.00	21,476.00		21,476.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	900.00	900.00	268.50	900.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			900.00	900.00	268.50	900.00	0.00	0.0%
TOTAL, REVENUES			900.00	900.00	268.50	900.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	4,150.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	40.00	40.00	6.94	40.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			40.00	40.00	4,156.94	40.00	0.00	0.0%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	36,105.00	36,105.00	44,654.47	36,105.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			36,105.00	36,105.00	44,654.47	36,105.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			36,145.00	36,145.00	48,811.41	36,145.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	150.00	150.00	39.21	150.00	0.00	0.0%
5) TOTAL, REVENUES			150.00	150.00	39.21	150.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	7,999.99	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	7,999.99	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			150.00	150.00	(7,960.78)	150.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			150.00	150.00	(7,960.78)	150.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	8,675.00	8,731.00		8,731.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,675.00	8,731.00		8,731.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,675.00	8,731.00		8,731.00		
2) Ending Balance, June 30 (E + F1e)			8,825.00	8,881.00		8,881.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
		9712	0.00	0.00		0.00		
		9713	0.00	0.00		0.00		
		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
c) Committed								
		9750	0.00	0.00		0.00		
		9760	0.00	0.00		0.00		
d) Assigned								
		9780	8,825.00	8,881.00		8,881.00		
e) Unassigned/Unappropriated								
		9789	0.00	0.00		0.00		
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll								
Unsecured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	150.00	150.00	39.21	150.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			150.00	150.00	39.21	150.00	0.00	0.0%
TOTAL, REVENUES			150.00	150.00	39.21	150.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	7,999.99	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	7,999.99	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	7,999.99	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	124,000.00	126,500.00	53,010.70	126,500.00	0.00	0.0%
5) TOTAL, REVENUES			124,000.00	126,500.00	53,010.70	126,500.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	19,452.84	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	9,448.68	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	29,496.57	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	76,850.00	76,850.00	83,286.96	76,850.00	0.00	0.0%
6) Capital Outlay		6000-6999	304,000.00	304,000.00	1,130,544.04	304,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	31,461.00	31,461.00	0.00	31,461.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			412,311.00	412,311.00	1,272,229.09	412,311.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(288,311.00)	(285,811.00)	(1,219,218.39)	(285,811.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(288,311.00)	(285,811.00)	(1,219,218.39)	(285,811.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	686,218.00	1,299,605.00		1,299,605.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			686,218.00	1,299,605.00		1,299,605.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			686,218.00	1,299,605.00		1,299,605.00		
2) Ending Balance, June 30 (E + F1e)			397,907.00	1,013,794.00		1,013,794.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	100,000.00	100,000.00		100,000.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	297,907.00	913,794.00		913,794.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	24,000.00	26,500.00	6,767.87	26,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	100,000.00	100,000.00	46,242.83	100,000.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			124,000.00	126,500.00	53,010.70	126,500.00	0.00	0.0%
TOTAL, REVENUES			124,000.00	126,500.00	53,010.70	126,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	19,452.84	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	19,452.84	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	3,836.28	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	1,497.10	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	3,593.88	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	9.80	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	236.13	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	275.49	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	9,448.68	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	29,496.57	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	29,496.57	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	225.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,802.00	8,802.00	3,905.26	8,802.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	68,048.00	68,048.00	79,156.70	68,048.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			76,850.00	76,850.00	83,286.96	76,850.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	204,000.00	204,000.00	40,432.79	204,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	100,000.00	100,000.00	1,090,111.25	100,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			304,000.00	304,000.00	1,130,544.04	304,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	31,461.00	31,461.00	0.00	31,461.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			31,461.00	31,461.00	0.00	31,461.00	0.00	0.0%
TOTAL, EXPENDITURES			412,311.00	412,311.00	1,272,229.09	412,311.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	100,000.00
Total, Restricted Balance		<u>100,000.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	640,000.00	660,000.00	15,537.93	660,000.00	0.00	0.0%
5) TOTAL, REVENUES			640,000.00	660,000.00	15,537.93	660,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	14,000.00	14,000.00	3,014.43	14,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	240,000.00	240,000.00	127,002.75	240,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			254,000.00	254,000.00	130,017.18	254,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			386,000.00	406,000.00	(114,479.25)	406,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			386,000.00	406,000.00	(114,479.25)	406,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,174,238.00	2,532,241.00		2,532,241.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,174,238.00	2,532,241.00		2,532,241.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,174,238.00	2,532,241.00		2,532,241.00		
2) Ending Balance, June 30 (E + F1e)			2,560,238.00	2,938,241.00		2,938,241.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	622,948.00	1,785,708.00		1,785,708.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,937,290.00	1,152,533.00		1,152,533.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	600,000.00	600,000.00	0.00	600,000.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	40,000.00	60,000.00	15,537.93	60,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			640,000.00	660,000.00	15,537.93	660,000.00	0.00	0.0%
TOTAL, REVENUES			640,000.00	660,000.00	15,537.93	660,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	14,000.00	14,000.00	3,014.43	14,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,000.00	14,000.00	3,014.43	14,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	240,000.00	240,000.00	127,002.75	240,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			240,000.00	240,000.00	127,002.75	240,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			254,000.00	254,000.00	130,017.18	254,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	1,785,708.00
Total, Restricted Balance		<u>1,785,708.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,998,487.00	1,998,487.00	116.17	1,998,487.00	0.00	0.0%
5) TOTAL, REVENUES			1,998,487.00	1,998,487.00	116.17	1,998,487.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	146,120.00	146,120.00	9,646.91	146,120.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	632,933.00	632,933.00	0.00	632,933.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			779,053.00	779,053.00	9,646.91	779,053.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,219,434.00	1,219,434.00	(9,530.74)	1,219,434.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	1,122,395.00	1,122,395.00	0.00	1,122,395.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,122,395.00)	(1,122,395.00)	0.00	(1,122,395.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			97,039.00	97,039.00	(9,530.74)	97,039.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	547,669.00	476,715.00		476,715.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			547,669.00	476,715.00		476,715.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			547,669.00	476,715.00		476,715.00		
2) Ending Balance, June 30 (E + F1e)			644,708.00	573,754.00		573,754.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	644,708.00	573,754.00		573,754.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	830,000.00	830,000.00	0.00	830,000.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,100.00	20,100.00	116.17	20,100.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	1,148,387.00	1,148,387.00	0.00	1,148,387.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,998,487.00	1,998,487.00	116.17	1,998,487.00	0.00	0.0%
TOTAL, REVENUES			1,998,487.00	1,998,487.00	116.17	1,998,487.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	146,120.00	146,120.00	9,646.91	146,120.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			146,120.00	146,120.00	9,646.91	146,120.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	265,936.00	265,936.00	0.00	265,936.00	0.00	0.0%
Other Debt Service - Principal		7439	366,997.00	366,997.00	0.00	366,997.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			632,933.00	632,933.00	0.00	632,933.00	0.00	0.0%
TOTAL EXPENDITURES			779,053.00	779,053.00	9,646.91	779,053.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	1,122,395.00	1,122,395.00	0.00	1,122,395.00	0.00	0.0%
(d) TOTAL, USES			1,122,395.00	1,122,395.00	0.00	1,122,395.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,122,395.00)	(1,122,395.00)	0.00	(1,122,395.00)		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	573,754.00
Total, Restricted Balance		<u>573,754.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,177,699.00	4,177,699.00	0.00	4,177,699.00	0.00	0.0%
5) TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.00	4,177,699.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,929,698.00	3,929,698.00	0.00	3,929,698.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,929,698.00	3,929,698.00	0.00	3,929,698.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			248,001.00	248,001.00	0.00	248,001.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			248,001.00	248,001.00	0.00	248,001.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,803,223.00	3,803,223.00		3,803,223.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,803,223.00	3,803,223.00		3,803,223.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,803,223.00	3,803,223.00		3,803,223.00		
2) Ending Balance, June 30 (E + F1e)			4,051,224.00	4,051,224.00		4,051,224.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,051,224.00	4,051,224.00		4,051,224.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	4,033,668.00	4,033,668.00	0.00	4,033,668.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8613	51,889.00	51,889.00	0.00	51,889.00	0.00	0.0%
Supplemental Taxes		8614	56,399.00	56,399.00	0.00	56,399.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	35,743.00	35,743.00	0.00	35,743.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,177,699.00	4,177,699.00	0.00	4,177,699.00	0.00	0.0%
TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.00	4,177,699.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	3,330,000.00	3,330,000.00	0.00	3,330,000.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	599,698.00	599,698.00	0.00	599,698.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,929,698.00	3,929,698.00	0.00	3,929,698.00	0.00	0.0%
TOTAL, EXPENDITURES			3,929,698.00	3,929,698.00	0.00	3,929,698.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
9010	Other Restricted Local	4,051,224.00
Total, Restricted Balance		<u>4,051,224.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,746,500.00	1,774,500.00	982,946.40	1,774,500.00	0.00	0.0%
5) TOTAL, REVENUES			1,746,500.00	1,774,500.00	982,946.40	1,774,500.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	173,743.00	173,743.00	42,040.80	173,743.00	0.00	0.0%
3) Employee Benefits		3000-3999	92,238.00	92,238.00	22,022.46	92,238.00	0.00	0.0%
4) Books and Supplies		4000-4999	66,971.00	66,971.00	23,659.56	66,971.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	1,508,070.00	1,508,070.00	1,000,675.21	1,508,070.00	0.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			1,841,022.00	1,841,022.00	1,088,398.03	1,841,022.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(94,522.00)	(66,522.00)	(105,451.63)	(66,522.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(94,522.00)	(66,522.00)	(105,451.63)	(66,522.00)		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	1,785,903.00	1,829,031.00		1,829,031.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,785,903.00	1,829,031.00		1,829,031.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,785,903.00	1,829,031.00		1,829,031.00		
2) Ending Net Position, June 30 (E + F1e)			1,691,381.00	1,762,509.00		1,762,509.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	1,691,381.00	1,762,509.00		1,762,509.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	71,500.00	99,500.00	26,461.62	99,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	1,675,000.00	1,675,000.00	956,484.78	1,675,000.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,746,500.00	1,774,500.00	982,946.40	1,774,500.00	0.00	0.0%
TOTAL, REVENUES			1,746,500.00	1,774,500.00	982,946.40	1,774,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	114,185.00	114,185.00	28,085.04	114,185.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	59,558.00	59,558.00	13,955.76	59,558.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			173,743.00	173,743.00	42,040.80	173,743.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	35,965.00	35,965.00	8,288.61	35,965.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	13,444.00	13,444.00	3,206.01	13,444.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	38,209.00	38,209.00	9,402.07	38,209.00	0.00	0.0%
Unemployment Insurance		3501-3502	88.00	88.00	20.99	88.00	0.00	0.0%
Workers' Compensation		3601-3602	2,099.00	2,099.00	509.88	2,099.00	0.00	0.0%
OPEB, Allocated		3701-3702	2,433.00	2,433.00	594.90	2,433.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			92,238.00	92,238.00	22,022.46	92,238.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	41,019.00	41,019.00	23,066.99	41,019.00	0.00	0.0%
Noncapitalized Equipment		4400	25,952.00	25,952.00	592.57	25,952.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			66,971.00	66,971.00	23,659.56	66,971.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	4,800.00	4,800.00	858.95	4,800.00	0.00	0.0%
Dues and Memberships		5300	5,500.00	5,500.00	209.00	5,500.00	0.00	0.0%
Insurance		5400-5450	717,000.00	717,000.00	736,697.00	717,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,200.00	1,200.00	232.68	1,200.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,750.00	1,750.00	30.00	1,750.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	772,300.00	772,300.00	248,586.57	772,300.00	0.00	0.0%
Communications		5900	5,520.00	5,520.00	14,061.01	5,520.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			1,508,070.00	1,508,070.00	1,000,675.21	1,508,070.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			1,841,022.00	1,841,022.00	1,088,398.03	1,841,022.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Net Position	<u>0.00</u>

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,657.91	12,657.91	12,404.90	12,664.98	7.07	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	12,657.91	12,657.91	12,404.90	12,664.98	7.07	0%
5. District Funded County Program ADA						
a. County Community Schools	26.23	26.23	24.36	25.50	(0.73)	-3%
b. Special Education-Special Day Class	2.53	2.53	2.50	2.50	(0.03)	-1%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.27	0.27	0.57	0.57	0.30	111%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	29.03	29.03	27.43	28.57	(0.46)	-2%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	12,686.94	12,686.94	12,432.33	12,693.55	6.61	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			34,685,563.00	31,787,891.00	22,994,612.00	22,354,272.00	15,973,533.00	15,692,970.00	34,494,929.00	28,866,899.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	8010-8019		2,667,495.00	2,667,495.00	7,709,368.00	4,801,491.00	4,445,850.00	7,353,727.00	4,445,850.00	4,445,850.00
	8020-8079		1,045,134.00	32,070.00	738,073.00	114,810.00	6,903,157.00	15,269,399.00	5,506,951.00	72,313.00
	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8100-8299		93,694.00	12,794.00	92,039.00	1,146,941.00	147,894.00	1,035,261.00	170,079.00	155,289.00
	8300-8599		1,020.00	0.00	86,242.00	0.00	144,686.00	213,221.00	1,599,158.00	137,071.00
	8600-8799		74,500.00	173,202.00	187,362.00	299,317.00	160,483.00	1,905,732.00	1,955,883.00	431,297.00
	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8930-8979		760,143.00	0.00	(1,676.00)	0.00	1,676.00	0.00	0.00	0.00
TOTAL RECEIPTS			4,641,986.00	2,885,561.00	8,811,408.00	6,362,559.00	11,803,746.00	25,777,340.00	13,677,921.00	5,241,820.00
C. DISBURSEMENTS										
	1000-1999		768,580.00	6,063,392.00	6,223,402.00	6,209,705.00	6,222,323.00	192,443.00	12,316,351.00	6,222,323.00
	2000-2999		(12,812.00)	1,122,648.00	1,977,006.00	2,375,320.00	2,122,369.00	2,157,353.00	2,176,011.00	2,180,675.00
	3000-3999		1,729,485.00	1,963,363.00	2,985,704.00	3,085,126.00	2,156,529.00	3,312,316.00	3,312,316.00	3,312,316.00
	4000-4999		1,205,540.00	842,960.00	643,915.00	638,770.00	611,205.00	444,513.00	555,641.00	722,334.00
	5000-5999		1,230,843.00	977,102.00	667,809.00	984,511.00	721,883.00	618,756.00	680,632.00	701,257.00
	6000-6599		(72,136.00)	247,787.00	277,798.00	116,887.00	200,000.00	200,000.00	200,000.00	155,000.00
	7000-7499		206,586.00	17,284.00	49,527.00	270,251.00	50,000.00	50,000.00	65,000.00	50,000.00
	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			5,056,086.00	11,234,536.00	12,825,161.00	13,680,570.00	12,084,309.00	6,975,381.00	19,305,951.00	13,343,905.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
	9111-9199	193,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9200-9299	7,157,821.11	225,822.00	649,052.00	3,684,887.00	718,612.00	0.00	0.00	0.00	0.00
	9310	382,507.45	(29.00)	0.00	0.00	382,537.00	0.00	0.00	0.00	0.00
	9320	27,555.90	2,158.00	(13,686.00)	15,061.00	(17,486.00)	0.00	0.00	0.00	0.00
	9330	139,836.05	78,656.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9340	0.00	(169,805.00)	(194,792.00)	(90,818.00)	1,462.00	0.00	0.00	0.00	0.00
	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			7,901,320.51	136,802.00	440,574.00	3,609,130.00	1,085,125.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
	9500-9599	4,176,385.13	2,570,125.00	884,878.00	235,717.00	(217,345.00)	0.00	0.00	0.00	0.00
	9610	365,431.33	0.00	0.00	0.00	365,431.00	0.00	0.00	0.00	0.00
	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9650	50,016.06	50,016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			4,591,832.52	2,620,141.00	884,878.00	235,717.00	148,086.00	0.00	0.00	0.00
<u>Nonoperating</u>										
	9910		(233.00)	0.00	0.00	233.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS			3,309,487.99	(2,483,572.00)	(444,304.00)	3,373,413.00	937,272.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			(2,897,672.00)	(8,793,279.00)	(640,340.00)	(6,380,739.00)	(280,563.00)	18,801,959.00	(5,628,030.00)	(8,102,085.00)
F. ENDING CASH (A + E)			31,787,891.00	22,994,612.00	22,354,272.00	15,973,533.00	15,692,970.00	34,494,929.00	28,866,899.00	20,764,814.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		20,764,814.00	18,256,220.00	24,279,486.00	19,838,283.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
	Principal Apportionment	8010-8019 6,247,288.00	4,445,850.00	4,445,850.00	7,353,723.00	0.00		61,029,837.00	61,029,837.00
	Property Taxes	8020-8079 2,809,101.00	13,433,622.00	2,514,285.00	7,186,850.00	0.00		55,625,765.00	55,625,765.00
	Miscellaneous Funds	8080-8099 0.00	0.00	0.00	0.00	0.00		0.00	0.00
	Federal Revenue	8100-8299 961,314.00	73,947.00	29,579.00	554,604.00	2,921,287.00		7,394,722.00	7,394,722.00
	Other State Revenue	8300-8599 654,893.00	1,218,406.00	114,226.00	1,675,308.00	1,770,807.00		7,615,038.00	7,615,038.00
	Other Local Revenue	8600-8799 376,131.00	481,448.00	3,109,352.00	371,116.00	504,346.00		10,030,169.00	10,030,169.00
	Interfund Transfers In	8910-8929 0.00	0.00	0.00	0.00	0.00		0.00	0.00
	All Other Financing Sources	8930-8979 0.00	0.00	0.00	0.00	0.00		760,143.00	760,143.00
TOTAL RECEIPTS		11,048,727.00	19,653,273.00	10,213,292.00	17,141,601.00	5,196,440.00	0.00	142,455,674.00	142,455,674.00
C. DISBURSEMENTS									
	Certificated Salaries	1000-1999 6,222,323.00	6,286,471.00	6,446,840.00	898,067.00	75,441.00		64,147,661.00	64,147,661.00
	Classified Salaries	2000-2999 2,192,337.00	2,192,337.00	2,197,001.00	2,192,337.00	450,150.00		23,322,732.00	23,322,732.00
	Employee Benefits	3000-3999 3,312,316.00	3,312,316.00	3,277,079.00	3,083,273.00	395,267.00		35,237,406.00	35,237,406.00
	Books and Supplies	4000-4999 833,462.00	855,688.00	1,741,380.00	889,026.00	1,128,392.00		11,112,826.00	11,112,826.00
	Services	5000-5999 721,883.00	732,195.00	732,195.00	742,508.00	801,034.00		10,312,608.00	10,312,608.00
	Capital Outlay	6000-6599 200,000.00	201,000.00	210,000.00	225,000.00	117,460.00		2,278,796.00	2,278,796.00
	Other Outgo	7000-7499 75,000.00	50,000.00	50,000.00	50,619.00	366,317.00		1,350,584.00	1,350,584.00
	Interfund Transfers Out	7600-7629 0.00	0.00	0.00	0.00	0.00		0.00	0.00
	All Other Financing Uses	7630-7699 0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS		13,557,321.00	13,630,007.00	14,654,495.00	8,080,830.00	3,334,061.00	0.00	147,762,613.00	147,762,613.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
	Cash Not In Treasury	9111-9199 0.00	0.00	0.00	0.00			0.00	
	Accounts Receivable	9200-9299 0.00	0.00	0.00	0.00			5,278,373.00	
	Due From Other Funds	9310 0.00	0.00	0.00	0.00			382,508.00	
	Stores	9320 0.00	0.00	0.00	0.00			(13,953.00)	
	Prepaid Expenditures	9330 0.00	0.00	0.00	0.00			78,656.00	
	Other Current Assets	9340 0.00	0.00	0.00	0.00			(453,953.00)	
	Deferred Outflows of Resources	9490 0.00	0.00	0.00	0.00			0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	5,271,631.00	
<u>Liabilities and Deferred Inflows</u>									
	Accounts Payable	9500-9599 0.00	0.00	0.00	0.00			3,473,375.00	
	Due To Other Funds	9610 0.00	0.00	0.00	0.00			365,431.00	
	Current Loans	9640 0.00	0.00	0.00	0.00			0.00	
	Unearned Revenues	9650 0.00	0.00	0.00	0.00			50,016.00	
	Deferred Inflows of Resources	9690 0.00	0.00	0.00	0.00			0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	3,888,822.00	
<u>Nonoperating</u>									
	Suspense Clearing	9910 0.00	0.00	0.00	0.00			0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	1,382,809.00	
E. NET INCREASE/DECREASE (B - C + D)		(2,508,594.00)	6,023,266.00	(4,441,203.00)	9,060,771.00	1,862,379.00	0.00	(3,924,130.00)	(5,306,939.00)
F. ENDING CASH (A + E)		18,256,220.00	24,279,486.00	19,838,283.00	28,899,054.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								30,761,433.00	

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
			ACTUALS THROUGH THE MONTH OF (Enter Month Name):							
A. BEGINNING CASH			28,899,054.00	26,638,993.00	18,832,865.00	16,405,723.00	8,928,963.00	10,161,876.00	27,985,601.00	21,761,746.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	8010-8019		2,529,913.00	2,529,913.00	7,461,720.00	4,553,843.00	4,553,843.00	7,461,720.00	4,553,843.00	4,553,843.00
	8020-8079		1,168,141.00	38,938.00	940,075.00	183,565.00	6,903,157.00	14,868,767.00	5,506,951.00	72,313.00
	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8100-8299		22,184.00	162,684.00	310,578.00	29,579.00	147,894.00	976,103.00	51,763.00	22,184.00
	8300-8599		23,948.00	11,974.00	1,382,976.00	113,751.00	221,516.00	0.00	939,944.00	0.00
	8600-8799		511,539.00	501,508.00	40,121.00	361,086.00	130,392.00	1,524,586.00	2,086,275.00	381,146.00
	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS			4,255,725.00	3,245,017.00	10,135,470.00	5,241,824.00	11,956,802.00	24,831,176.00	13,138,776.00	5,029,486.00
C. DISBURSEMENTS										
	1000-1999		647,740.00	5,959,210.00	6,088,758.00	6,153,532.00	6,347,854.00	64,774.00	12,954,805.00	6,347,854.00
	2000-2999		0.00	1,201,354.00	1,884,477.00	2,237,816.00	1,955,145.00	2,426,264.00	2,120,036.00	2,355,596.00
	3000-3999		4,981,002.00	2,022,362.00	3,295,701.00	2,996,092.00	1,760,204.00	3,557,859.00	2,958,640.00	3,482,956.00
	4000-4999		260,676.00	1,269,744.00	454,081.00	437,263.00	327,947.00	218,631.00	546,579.00	782,028.00
	5000-5999		553,179.00	951,079.00	630,818.00	1,048,128.00	669,637.00	756,981.00	737,571.00	543,474.00
	6000-6599		20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
	7000-7499		1,020.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			6,463,617.00	11,453,749.00	12,398,835.00	12,917,831.00	11,105,787.00	7,069,509.00	19,362,631.00	13,556,908.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9200-9299	4,773,721.00	3,102,919.00	954,744.00	33,416.00	238,686.00	381,898.00	62,058.00	0.00	0.00
	9310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			4,773,721.00	3,102,919.00	954,744.00	33,416.00	238,686.00	381,898.00	62,058.00	0.00
<u>Liabilities and Deferred Inflows</u>										
	9500-9599	3,943,860.00	3,155,088.00	552,140.00	197,193.00	39,439.00	0.00	0.00	0.00	0.00
	9610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			3,943,860.00	3,155,088.00	552,140.00	197,193.00	39,439.00	0.00	0.00	0.00
<u>Nonoperating</u>										
	9910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS			829,861.00	(52,169.00)	402,604.00	(163,777.00)	199,247.00	381,898.00	62,058.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			(2,260,061.00)	(7,806,128.00)	(2,427,142.00)	(7,476,760.00)	1,232,913.00	17,823,725.00	(6,223,855.00)	(8,527,422.00)
F. ENDING CASH (A + E)			26,638,993.00	18,832,865.00	16,405,723.00	8,928,963.00	10,161,876.00	27,985,601.00	21,761,746.00	13,234,324.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH									
		13,234,324.00	12,514,749.00	18,772,849.00	14,901,776.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
	8010-8019	7,461,720.00	4,553,843.00	4,553,843.00	7,461,722.00			62,229,766.00	62,229,766.00
	8020-8079	2,809,101.00	13,433,622.00	2,514,285.00	7,186,850.00			55,625,765.00	55,625,765.00
	8080-8099	0.00	0.00	0.00	0.00			0.00	0.00
	8100-8299	879,972.00	36,974.00	14,789.00	340,157.00	4,399,861.00		7,394,722.00	7,394,722.00
	8300-8599	191,581.00	598,691.00	101,777.00	299,345.00	2,101,404.00		5,986,907.00	5,986,907.00
	8600-8799	371,116.00	431,297.00	2,206,637.00	320,965.00	1,163,501.00		10,030,169.00	10,030,169.00
	8910-8929	0.00	0.00	0.00	0.00			0.00	0.00
	8930-8979	0.00	0.00	0.00	0.00			0.00	0.00
TOTAL RECEIPTS		11,713,490.00	19,054,427.00	9,391,331.00	15,609,039.00	7,664,766.00	0.00	141,267,329.00	141,267,329.00
C. DISBURSEMENTS									
	1000-1999	6,347,854.00	6,283,080.00	6,283,080.00	1,230,706.00	64,777.00		64,774,024.00	64,774,024.00
	2000-2999	1,908,033.00	2,190,704.00	2,190,704.00	2,190,704.00	895,126.00		23,555,959.00	23,555,959.00
	3000-3999	2,958,640.00	3,108,445.00	2,921,189.00	2,921,189.00	486,866.00		37,451,145.00	37,451,145.00
	4000-4999	445,672.00	571,805.00	1,118,384.00	327,947.00	1,648,145.00		8,408,902.00	8,408,902.00
	5000-5999	727,866.00	582,293.00	689,047.00	795,801.00	1,019,012.00		9,704,886.00	9,704,886.00
	6000-6599	20,000.00	20,000.00	20,000.00	11,820.00	0.00		231,820.00	231,820.00
	7000-7499	25,000.00	40,000.00	40,000.00	50,691.00	253,730.00		590,441.00	590,441.00
	7600-7629	0.00	0.00	0.00	0.00	0.00		0.00	0.00
	7630-7699	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS		12,433,065.00	12,796,327.00	13,262,404.00	7,528,858.00	4,367,656.00	0.00	144,717,177.00	144,717,177.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
	9111-9199	0.00	0.00	0.00	0.00	0.00		0.00	
	9200-9299	0.00	0.00	0.00	0.00	7,664,764.00		12,438,485.00	
	9310	0.00	0.00	0.00	0.00	0.00		0.00	
	9320	0.00	0.00	0.00	0.00	0.00		0.00	
	9330	0.00	0.00	0.00	0.00	0.00		0.00	
	9340	0.00	0.00	0.00	0.00	0.00		0.00	
	9490	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	7,664,764.00	0.00	12,438,485.00	
<u>Liabilities and Deferred Inflows</u>									
	9500-9599	0.00	0.00	0.00	0.00	4,367,653.00		8,311,513.00	
	9610	0.00	0.00	0.00	0.00	0.00		0.00	
	9640	0.00	0.00	0.00	0.00	0.00		0.00	
	9650	0.00	0.00	0.00	0.00	0.00		0.00	
	9690	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	4,367,653.00	0.00	8,311,513.00	
<u>Nonoperating</u>									
	9910	0.00	0.00	0.00	0.00	0.00		0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	3,297,111.00	0.00	4,126,972.00	
E. NET INCREASE/DECREASE (B - C + D)		(719,575.00)	6,258,100.00	(3,871,073.00)	8,080,181.00	6,594,221.00	0.00	677,124.00	(3,449,848.00)
F. ENDING CASH (A + E)		12,514,749.00	18,772,849.00	14,901,776.00	22,981,957.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								29,576,178.00	

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	116,655,602.00	1.03%	117,855,531.00	1.12%	119,176,607.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	4,222,294.00	-40.97%	2,492,381.00	0.00%	2,492,381.00
4. Other Local Revenues	8600-8799	1,339,127.00	0.00%	1,339,127.00	0.00%	1,339,127.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	760,143.00	-100.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(17,262,499.00)	0.13%	(17,285,624.00)	5.00%	(18,149,905.00)
6. Total (Sum lines A1 thru A5c)		105,714,667.00	-1.24%	104,401,415.00	0.44%	104,858,210.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				51,917,951.00		52,348,638.00
b. Step & Column Adjustment				830,687.00		837,578.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(400,000.00)		(400,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	51,917,951.00	0.83%	52,348,638.00	0.84%	52,786,216.00
2. Classified Salaries						
a. Base Salaries				15,076,085.00		15,226,846.00
b. Step & Column Adjustment				150,761.00		152,268.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,076,085.00	1.00%	15,226,846.00	1.00%	15,379,114.00
3. Employee Benefits	3000-3999	26,921,798.00	6.61%	28,701,206.00	3.01%	29,566,068.00
4. Books and Supplies	4000-4999	5,110,231.00	3.92%	5,310,692.00	3.77%	5,511,075.00
5. Services and Other Operating Expenditures	5000-5999	6,773,186.00	2.30%	6,928,980.00	1.61%	7,040,215.00
6. Capital Outlay	6000-6999	167,511.00	0.00%	167,511.00	0.00%	167,511.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	800,990.00	-94.90%	40,847.00	0.00%	40,847.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(873,457.00)	0.00%	(873,457.00)	0.00%	(873,457.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		105,894,295.00	1.85%	107,851,263.00	1.64%	109,617,589.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(179,628.00)		(3,449,848.00)		(4,759,379.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		32,867,740.00		32,688,112.00		29,238,264.00
2. Ending Fund Balance (Sum lines C and D1)		32,688,112.00		29,238,264.00		24,478,885.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,000,000.00		4,000,000.00		4,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,432,879.00		4,341,516.00		4,423,369.00
2. Unassigned/Unappropriated	9790	24,135,233.00		20,776,748.00		15,935,516.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		32,688,112.00		29,238,264.00		24,478,885.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,432,879.00		4,341,516.00		4,423,369.00
c. Unassigned/Unappropriated	9790	24,135,233.00		20,776,748.00		15,935,516.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)						
		28,568,112.00		25,118,264.00		20,358,885.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. Attrition of \$400,000 included in 2020-21 and 2021-22.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	7,394,722.00	0.00%	7,394,722.00	0.00%	7,394,722.00
3. Other State Revenues	8300-8599	3,392,744.00	3.00%	3,494,526.00	2.80%	3,592,373.00
4. Other Local Revenues	8600-8799	8,691,042.00	0.00%	8,691,042.00	0.00%	8,691,042.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	17,262,499.00	0.13%	17,285,624.00	5.00%	18,149,905.00
6. Total (Sum lines A1 thru A5c)		36,741,007.00	0.34%	36,865,914.00	2.61%	37,828,042.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				12,229,710.00		12,425,386.00
b. Step & Column Adjustment				195,676.00		198,807.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	12,229,710.00	1.60%	12,425,386.00	1.60%	12,624,193.00
2. Classified Salaries						
a. Base Salaries				8,246,647.00		8,329,113.00
b. Step & Column Adjustment				82,466.00		83,291.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,246,647.00	1.00%	8,329,113.00	1.00%	8,412,404.00
3. Employee Benefits	3000-3999	8,315,608.00	5.22%	8,749,939.00	2.09%	8,932,969.00
4. Books and Supplies	4000-4999	6,002,595.00	-48.39%	3,098,210.00	13.34%	3,511,378.00
5. Services and Other Operating Expenditures	5000-5999	3,539,422.00	-21.57%	2,775,906.00	3.02%	2,859,738.00
6. Capital Outlay	6000-6999	2,111,285.00	-96.95%	64,309.00	0.00%	64,309.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	958,946.00	0.00%	958,946.00	0.00%	958,946.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	464,105.00	0.00%	464,105.00	0.00%	464,105.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		41,868,318.00	-11.95%	36,865,914.00	2.61%	37,828,042.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(5,127,311.00)		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		5,127,311.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		0.00		0.00		0.00
(Line D3f must agree with line D2)		0.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	116,655,602.00	1.03%	117,855,531.00	1.12%	119,176,607.00
2. Federal Revenues	8100-8299	7,394,722.00	0.00%	7,394,722.00	0.00%	7,394,722.00
3. Other State Revenues	8300-8599	7,615,038.00	-21.38%	5,986,907.00	1.63%	6,084,754.00
4. Other Local Revenues	8600-8799	10,030,169.00	0.00%	10,030,169.00	0.00%	10,030,169.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	760,143.00	-100.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		142,455,674.00	-0.83%	141,267,329.00	1.00%	142,686,252.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				64,147,661.00		64,774,024.00
b. Step & Column Adjustment				1,026,363.00		1,036,385.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(400,000.00)		(400,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	64,147,661.00	0.98%	64,774,024.00	0.98%	65,410,409.00
2. Classified Salaries						
a. Base Salaries				23,322,732.00		23,555,959.00
b. Step & Column Adjustment				233,227.00		235,559.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,322,732.00	1.00%	23,555,959.00	1.00%	23,791,518.00
3. Employee Benefits	3000-3999	35,237,406.00	6.28%	37,451,145.00	2.80%	38,499,037.00
4. Books and Supplies	4000-4999	11,112,826.00	-24.33%	8,408,902.00	7.30%	9,022,453.00
5. Services and Other Operating Expenditures	5000-5999	10,312,608.00	-5.89%	9,704,886.00	2.01%	9,899,953.00
6. Capital Outlay	6000-6999	2,278,796.00	-89.83%	231,820.00	0.00%	231,820.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,759,936.00	-43.19%	999,793.00	0.00%	999,793.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(409,352.00)	0.00%	(409,352.00)	0.00%	(409,352.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		147,762,613.00	-2.06%	144,717,177.00	1.89%	147,445,631.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(5,306,939.00)		(3,449,848.00)		(4,759,379.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		37,995,051.00		32,688,112.00		29,238,264.00
2. Ending Fund Balance (Sum lines C and D1)		32,688,112.00		29,238,264.00		24,478,885.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,000,000.00		4,000,000.00		4,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,432,879.00		4,341,516.00		4,423,369.00
2. Unassigned/Unappropriated	9790	24,135,233.00		20,776,748.00		15,935,516.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		32,688,112.00		29,238,264.00		24,478,885.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,432,879.00		4,341,516.00		4,423,369.00
c. Unassigned/Unappropriated	9790	24,135,233.00		20,776,748.00		15,935,516.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		28,568,112.00		25,118,264.00		20,358,885.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		19.33%		17.36%		13.81%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						

2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		12,404.90		12,199.90		12,074.90
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		147,762,613.00		144,717,177.00		147,445,631.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		147,762,613.00		144,717,177.00		147,445,631.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		4,432,878.39		4,341,515.31		4,423,368.93
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		4,432,878.39		4,341,515.31		4,423,368.93
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

First Interim
2019-20 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
011 GENERAL FUND								
Expenditure Detail	0.00	(12,100.00)	0.00	(409,352.00)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	10,350.00	0.00	187,624.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	221,728.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

First Interim
2019-20 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	1,750.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	12,100.00	(12,100.00)	409,352.00	(409,352.00)	0.00	0.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2019-20) District Regular Charter School	12,657.91	12,664.98		
		0.00		
	Total ADA	12,657.91	12,664.98	0.1%
1st Subsequent Year (2020-21) District Regular Charter School	12,457.91	12,404.90		
	Total ADA	12,457.91	12,404.90	-0.4%
2nd Subsequent Year (2021-22) District Regular Charter School	12,312.91	12,199.90		
	Total ADA	12,312.91	12,199.90	-0.9%

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2019-20)				
District Regular	12,856	12,789		
Charter School				
Total Enrollment	12,856	12,789	-0.5%	Met
1st Subsequent Year (2020-21)				
District Regular	12,706	12,584		
Charter School				
Total Enrollment	12,706	12,584	-1.0%	Met
2nd Subsequent Year (2021-22)				
District Regular	12,706	12,459		
Charter School				
Total Enrollment	12,706	12,459	-1.9%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	13,038	13,364	
Charter School			
Total ADA/Enrollment	13,038	13,364	97.6%
Second Prior Year (2017-18)			
District Regular	12,924	13,286	
Charter School			
Total ADA/Enrollment	12,924	13,286	97.3%
First Prior Year (2018-19)			
District Regular	12,665	12,995	
Charter School	0		
Total ADA/Enrollment	12,665	12,995	97.5%
Historical Average Ratio:			97.5%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			98.0%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2019-20)				
District Regular	12,405	12,789		
Charter School	0			
Total ADA/Enrollment	12,405	12,789	97.0%	Met
1st Subsequent Year (2020-21)				
District Regular	12,200	12,584		
Charter School				
Total ADA/Enrollment	12,200	12,584	96.9%	Met
2nd Subsequent Year (2021-22)				
District Regular	12,075	12,459		
Charter School				
Total ADA/Enrollment	12,075	12,459	96.9%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption	First Interim		
	(Form 01CS, Item 4B)	Projected Year Totals		
Current Year (2019-20)	116,642,739.00	116,655,602.00	0.0%	Met
1st Subsequent Year (2020-21)	118,229,825.00	117,855,531.00	-0.3%	Met
2nd Subsequent Year (2021-22)	120,039,831.00	119,176,607.00	-0.7%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	85,968,683.60	96,409,680.83	89.2%
Second Prior Year (2017-18)	89,077,987.48	101,097,609.99	88.1%
First Prior Year (2018-19)	92,241,475.17	103,524,580.21	89.1%
Historical Average Ratio:			88.8%

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	85.8% to 91.8%	85.8% to 91.8%	85.8% to 91.8%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2019-20)	93,915,834.00	105,894,295.00	88.7%	Met
1st Subsequent Year (2020-21)	96,276,690.00	107,851,263.00	89.3%	Met
2nd Subsequent Year (2021-22)	97,731,398.00	109,617,589.00	89.2%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2019-20)	6,421,685.00	7,394,722.00	15.2%	Yes
1st Subsequent Year (2020-21)	6,421,685.00	7,394,722.00	15.2%	Yes
2nd Subsequent Year (2021-22)	6,421,685.00	7,394,722.00	15.2%	Yes

Explanation:
(required if Yes)
Carryover balances were included in 2019-20 First Interim, where Adopted Budget did not.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2019-20)	5,617,558.00	7,615,038.00	35.6%	Yes
1st Subsequent Year (2020-21)	5,712,893.00	5,986,907.00	4.8%	No
2nd Subsequent Year (2021-22)	5,804,542.00	6,084,754.00	4.8%	No

Explanation:
(required if Yes)
2019-20 First Interim has \$1,729,913 in additional one time money for a special education preschool grant that was not included in Adopted Budget.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2019-20)	8,887,146.00	10,030,169.00	12.9%	Yes
1st Subsequent Year (2020-21)	8,887,146.00	10,030,169.00	12.9%	Yes
2nd Subsequent Year (2021-22)	8,887,146.00	10,030,169.00	12.9%	Yes

Explanation:
(required if Yes)
First Interim numbers now project estimated additional revenue for e-rate as well as additional projections in revenue for interest.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2019-20)	4,924,137.00	11,112,826.00	125.7%	Yes
1st Subsequent Year (2020-21)	5,224,466.00	8,408,902.00	61.0%	Yes
2nd Subsequent Year (2021-22)	5,862,332.00	9,022,453.00	53.9%	Yes

Explanation:
(required if Yes)
First Interim includes 2018-19 carryover, where the Adopted Budget did not.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2019-20)	8,986,313.00	10,312,608.00	14.8%	Yes
1st Subsequent Year (2020-21)	9,378,440.00	9,704,886.00	3.5%	No
2nd Subsequent Year (2021-22)	9,566,433.00	9,899,953.00	3.5%	No

Explanation:
(required if Yes)
First Interim includes 2018-19 carryover, where the Adopted Budget did not.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2019-20)	20,926,389.00	25,039,929.00	19.7%	Not Met
1st Subsequent Year (2020-21)	21,021,724.00	23,411,798.00	11.4%	Not Met
2nd Subsequent Year (2021-22)	21,113,373.00	23,509,645.00	11.3%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2019-20)	13,910,450.00	21,425,434.00	54.0%	Not Met
1st Subsequent Year (2020-21)	14,602,906.00	18,113,788.00	24.0%	Not Met
2nd Subsequent Year (2021-22)	15,428,765.00	18,922,406.00	22.6%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Carryover balances were included in 2019-20 First Interim, where Adopted Budget did not.

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

2019-20 First Interim has \$1,729,913 in additional one time money for a special education preschool grant that was not included in Adopted Budget.

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

First Interim numbers now project estimated additional revenue for e-rate as well as additional projections in revenue for interest.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

First Interim includes 2018-19 carryover, where the Adopted Budget did not.

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

First Interim includes 2018-19 carryover, where the Adopted Budget did not.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	4,410,074.00	4,410,738.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		4,853,849.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Available Reserve Percentages (Criterion 10C, Line 9)	19.3%	17.4%	13.8%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	6.4%	5.8%	4.6%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	
Current Year (2019-20)	(179,628.00)	105,894,295.00	0.2%	Met
1st Subsequent Year (2020-21)	(3,449,848.00)	107,851,263.00	3.2%	Met
2nd Subsequent Year (2021-22)	(4,759,379.00)	109,617,589.00	4.3%	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)	Status
Current Year (2019-20)	32,688,112.00	Met
1st Subsequent Year (2020-21)	29,238,264.00	Met
2nd Subsequent Year (2021-22)	24,478,885.00	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2019-20)	28,899,054.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$69,000 (greater of)	0	to	300
4% or \$69,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	12,405	12,200	12,075
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	147,762,613.00	144,717,177.00	147,445,631.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	147,762,613.00	144,717,177.00	147,445,631.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	4,432,878.39	4,341,515.31	4,423,368.93
6. Reserve Standard - by Amount (\$69,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	4,432,878.39	4,341,515.31	4,423,368.93

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	4,432,879.00	4,341,516.00	4,423,369.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	24,135,233.00	20,776,748.00	15,935,516.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	28,568,112.00	25,118,264.00	20,358,885.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	19.33%	17.36%	13.81%
District's Reserve Standard (Section 10B, Line 7):	4,432,878.39	4,341,515.31	4,423,368.93
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the First Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2019-20)	(17,778,289.00)	(17,262,499.00)	-2.9%	(515,790.00)	Met
1st Subsequent Year (2020-21)	(17,879,703.00)	(17,285,624.00)	-3.3%	(594,079.00)	Met
2nd Subsequent Year (2021-22)	(18,773,689.00)	(18,149,905.00)	-3.3%	(623,784.00)	Met
1b. Transfers In, General Fund *					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	3	01 8919	01-7438 & 01-7439	39,942
Certificates of Participation	10	01 8011	01-7438 & 01-7439	4,445,000
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Redevelopment Loan	6	25-8681	25-7439	188,762
CFD 2000-01	13	District 40	District 40	755,000
CFD 2001-01	13	District 48	District 48	12,230,000
TOTAL:				17,658,704

Type of Commitment (continued)	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Capital Leases	17,631	17,631	17,631	8,815
Certificates of Participation	506,600	510,575	513,950	512,100
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Redevelopment Loan	31,460	31,460	31,460	31,460
CFD 2000-01	79,750	77,981	76,200	79,303
CFD 2001-01	1,267,100	1,253,881	1,259,550	1,263,675
Total Annual Payments:	1,902,541	1,891,528	1,898,791	1,895,353
Has total annual payment increased over prior year (2018-19)?	No	No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)
- b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?
- c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

	Budget Adoption (Form 01CS, Item S7A)	First Interim
2. OPEB Liabilities		
a. Total OPEB liability	32,517,273.00	36,879,628.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00	0.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	32,517,273.00	36,879,628.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
e. If based on an actuarial valuation, indicate the date of the OPEB valuation.	Jul 01, 2017	Jul 01, 2019

	Budget Adoption (Form 01CS, Item S7A)	First Interim
3. OPEB Contributions		
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2019-20)	3,333,522.00	3,274,556.00
1st Subsequent Year (2020-21)	3,333,522.00	3,274,556.00
2nd Subsequent Year (2021-22)	3,333,522.00	3,274,556.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2019-20)	1,295,495.00	974,944.00
1st Subsequent Year (2020-21)	1,295,495.00	974,944.00
2nd Subsequent Year (2021-22)	1,295,495.00	974,944.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2019-20)	1,324,496.00	1,657,283.00
1st Subsequent Year (2020-21)	1,425,339.00	1,711,218.00
2nd Subsequent Year (2021-22)	1,466,207.00	1,907,871.00
d. Number of retirees receiving OPEB benefits		
Current Year (2019-20)	85	104
1st Subsequent Year (2020-21)	85	104
2nd Subsequent Year (2021-22)	85	104

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

No

- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

No

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs	2,507,001.00	2,846,097.00
b. Unfunded liability for self-insurance programs	0.00	0.00

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)
- b. Amount contributed (funded) for self-insurance programs
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs	0.00	0.00
Current Year (2019-20)	0.00	0.00
1st Subsequent Year (2020-21)	0.00	0.00
2nd Subsequent Year (2021-22)	0.00	0.00
b. Amount contributed (funded) for self-insurance programs	911,511.00	914,563.00
Current Year (2019-20)	911,511.00	914,563.00
1st Subsequent Year (2020-21)	911,511.00	914,563.00
2nd Subsequent Year (2021-22)	911,511.00	914,563.00

4. Comments:

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S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	581.8	581.9	579.9	577.9

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2019-20)

1st Subsequent Year
(2020-21)

2nd Subsequent Year
(2021-22)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

638,031

7. Amount included for any tentative salary schedule increases

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
9,262,145	9,684,766	10,111,614
96.0%	96.0%	96.0%
4.0%	4.0%	4.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
842,286	855,762	869,454
1.6%	1.6%	1.6%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?
 If Yes, complete number of FTEs, then skip to section S8C.
 If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	415.1	420.8	420.8	420.8

1a. Have any salary and benefit negotiations been settled since budget adoption?
 If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
 If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
 If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?
 If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?
 If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?
 If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

One Year Agreement

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year or	<input type="text"/>	<input type="text"/>	<input type="text"/>

Multiyear Agreement

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
4,088,427	4,254,311	4,421,854
96.0%	96.0%	96.0%
4.0%	4.0%	4.0%

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
165,781	167,438	169,113
1.0%	1.0%	1.0%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?
If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	90.7	92.5	92.5	92.5

1a. Have any salary and benefit negotiations been settled since budget adoption?
If Yes, complete question 2.
If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?
If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	1,542,687	1,603,114	1,664,145
3. Percent of H&W cost paid by employer	96.0%	96.0%	96.0%
4. Percent projected change in H&W cost over prior year	4.0%	4.0%	4.0%

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	152,062	154,340	156,665
3. Percent change in step and column over prior year	1.5%	1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Are costs of other benefits included in the interim and MYPs?	No	No	No
2. Total cost of other benefits	0	0	0
3. Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District First Interim Criteria and Standards Review

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, October 15, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Dr. Chad Hammitt, Julienne Lee
(*Jeremy Davis was absent due to attending the Digital Promise Fall 2019 Meeting*).

Mark Jacobs (President, FETA) and Dottie Pendleton (Bargaining Chair, FETA), under comments, stated that teachers are the single most important factor in affecting positive outcomes for students. FETA values the work put together with the district by providing productive suggestions along with reasonable solutions that face the District and FETA. The general education and special education teachers are more involved then ever to provide the least restrictive environments, behavior strategies, and observation documentation. They thanked Executive Cabinet for the PAL process. FETA looks forward to working with the District to get a future bond passed. If the bond passes, FETA would like the District to consider all types of labor, union as well as non-union to do future district work and would recommend the passing of version B of the Resolution.

Recess to Closed Session – Agenda

At 5:36 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:07 p.m. and Sophie Kim, Yena Oh, Aileen Park, and Danielle Kim (Laguna Road School students) led the pledge of allegiance. President Meyer reported that in closed session, the Board took action 5-0 to approve a settlement agreement with employee ID #1435.

Introductions/Recognitions:

FSD Dream Catchers celebrates students who act upon their passions, live out their dreams, and impact their community. FSD Dream Catchers were recognized and presented a certificate and framed Dream Catchers poster. The following students are 2019/2010 Dream Catchers: Memphis and Phoenix Nering (Orangethorpe School), Dulce Sanchez & Ruby Perez Ortega (Nicolas JHS), Melisse Pope (Pacific Drive School), Abigail Lemus (Woodcrest School), Kylisa Owens (Sunset Lane School), Desmond Fitzgerald (Beechwood School), and Joshua Kim (Robert C. Fisler School).

Alumni students from Parks JHS and Nicolas JHS were recognized for participating and placing in the Cybersecurity Got Talent competition. Students were presented cash awards.

Trang Lai (Director of Educational Services) recognized Golden Hill School, Fern Drive Elementary, Ladera Vista JHS of the Arts, Orangethorpe School, Parks JHS, Robert C. Fisler School, and Woodcrest School for being named America's Healthiest Schools. This honor is effective for three years. Janis Price (Project Specialist, OCDE) and Tracy Bryars (Director, St. Jude Wellness Center) assisted Mrs. Lai with the recognition.

Dr. Cindy Bak, Principal at Laguna Road School, presented an overview of Laguna Road School's many programs and activities. Students Sophie Kim, Yena Oh, Aileen Park and Danielle Kim from the Laguna Road Choir performed a song.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Evelyn Garcia, Lisa Diaz, Nicole Molina, Sam Ricchio, Aaron Storey, Kevin Johnson, Sylvia Bertollette, Wendy May, Pat Lastra,

Alicia Tavarez, Dr. Cindy Bak, Nate Jones, Drew Balcom, Diana Venegas, and Debbie Quirk-Lutman. Each recipient was recognized for an FSD Core Value.

Public Comments:

Paulette Marshall shared her appreciation for attending the Champions for Learning school tours on October 15.

Rudy Martinez and Karla Navarro (parents) expressed their concern regarding an incident that occurred at their daughter's school.

Discussion Item:

First Reading of Resolutions and Full Proposition presented to the Voters by the Fullerton School District.

David Casnocha, Bond Counsel from Stradling, Yocca, Carlson & Rauth, reviewed the first reading of a resolution with the Fullerton Board of Trustees which would call for a general bond election. Within the resolution, the following items were discussed: Legal verbiage consistent with Proposition 39; criteria from the Orange County Taxpayers Association; the 75-word ballot statement; and the proposed project list. No action was taken on the resolution.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Wendy Reid- She reported the upcoming PTA Council meeting will be held on October 22, 2019, at Fullerton Joint HS District. She stated that PTA reflections is wrapping up; the PTA reflection entry winners will be displayed on November 14, 2019, at Ladera Vista JHS of the Arts at the PTA reflections night.

FETA –Dottie Pendleton on behalf of Mark Jacobs- She reported FSD teachers and staff continue to work to implement programs and policies that make FSD outstanding. It is the beginning of the Speech and Debate season and teachers have been coaching and mentoring students. FETA thanked Hilda Sugarman and the entire Fullerton Education staff for a very successful Toast to Learning Wine Auction; a special thank you to Andrea Calvo, Ladera Vista JHS of the Arts teacher, and her drama students for their performance. FSD teachers attended the Strengthening your Core staff development and stated the variety of classes were engaging and helpful. FETA thanked Julianne Lee, Assistant Superintendent of Educational Services, and the Educational Services department for organizing the day for staff development.

CSEA – Joanne Declaro- She reported October is Breast Cancer Awareness month; Purchasing, Warehouse and Transportation Departments are wearing pink shirts in October. The Transportation Department also started implementing PBIS on school buses district wide. CSEA is welcoming their newest classified employees. Throughout the month of October, CSEA will visit each school to give them a personalized orientation, answer questions, and inform employees of their rights and the benefits of joining their union. CSEA also completed negotiations for their MOU for contract benefits and will be voting for it early next month. The CSEA appointed Personnel Commissioner is up for election. CSEA is currently reviewing three candidates for the position and will casting their votes at the end of this month. She thanked Bob Lee for his service to FSD as Interim Director of Classified Personnel.

FESMA –Robin Gilligan- She reported the FEF Toast to Learning Wine Auction was a big success and it was great to celebrate with one another while raising funds for FSD. FSD held a health fair on September 28, 2019, that offered free medical services to the community such as flu shots, blood pressure and glucose checks, etc. She attended the Champions for Learning school tours and was impressed to see parents guiding part of the tour.

The Board recessed at 7:59 p.m. and resumed Open Session at 8:09 p.m.

Superintendent's Report

Dr. Bob Pletka thanked Julianne Lee and the Educational Services Department for a very successful Champions for Learning school tours held on October 15. He thanked Trustee Vazquez and Trustee Berryman for engaging parents and empowering them to be leaders. Dr. Pletka reported the first Champions for Learning event gathered over 90 parents and future events are being planned. Various parents from the Champions for Learning participated in guiding the school tours on October 15. He stated Robert C. Fisler School and Valencia Park School were recently named Apple Distinguished Schools.

Information from the Board of Trustees

Trustee Vazquez- She shared a video from assemblyman Gil Cisneros in which he congratulated Acacia and Robert C. Fisler Schools for being National Blue Ribbon Schools.

Trustee Sugarman- She congratulated Acacia and Robert C. Fisler Schools for their National Blue Ribbon recognition and Valencia Park and Robert C. Fisler Schools for their Apple Distinguished Schools recognition. She stated FSD is celebrating Administrator Week and Trustee Sugarman thanked administrators for their dedication. She thanked administrators for supporting the Fullerton Education Foundation and in addition thanked Dr. Pletka for his leadership. She reported two Golden Hill School parents coordinated and created the decorations and props for the Toast to Learning Wine Auction.

Trustee Berryman – She congratulated the planning committee that coordinated a very successful Toast to Learning Wine Auction and stated it was great to see everyone from FSD and the community come together at one event to benefit students. Trustee Berryman stated that Jan Youngman from the Fullerton Observer attended the Champions for Learning school tours and was very impressed with the many great things happening at Pacific Drive School. Trustee Berryman attended the State of the District for Fullerton Joint HS District. She thanked Janny Meyer for her leadership as Board President and for attending numerous FSD events at the school sites and outside of the District.

Trustee Thakur– He commented the Toast to Learning Wine Auction was fabulous and he is looking forward to seeing the Dream Catcher students at various sites. He attended the Speech and Debate competition and stated parents were excited to support and cheer on their children. Trustee Thakur stated the Raymond Fall Festival will be held on October 18.

President Meyer- She attended the California Latino School Board Association conference along with Trustee Vazquez and Dr. Pletka. She was pleased to see FSD is able to utilize FSD staff to present at Strengthening your Core and utilize their expertise. She attended the Champions for Learning school tours and invited a realtor from Fullerton to attend the tour as well. She reminded staff that the flu shots for FSD staff are available on October 16.

Approve Minutes

It was moved by Hilda Sugarman seconded by Aaruni Thakur and carried 5-0 to approve minutes of the Regular meeting on September 24, 2019.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Hilda Sugarman, seconded by Jeanette Vazquez, and carried 5-0 to approve the consent items. The Board commented on consent item #1b and # 1g.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered N22C0017 through N22C0024, N22D0125 through N22D0158, N22E0030 through N22E0048, N22M0138 through N22M0149, N22R0357 through N22R0443, N22S0005, N22T0016 through N22T0016 through N22T0017, N22V0051 through N22V0063, N22X0332 through N22X0349 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220158 through 220198 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 124115 through 124494 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13868 through 13891 for the 2019/2020 school year.

1g. Approve the agreement for architectural services with Architect 9, LLLP through the 2019/2020 and 2020/2021 Fiscal School years.

1h. Approve two-year contract between Fullerton School District and Blackboard Inc., for additional services on Blackboard mobile communications app, effective November 1, 2019, through June 30, 2021.

1i. Approve/Ratify warrant numbered 1125 for the 2019/2020 school year.

1j. Approve/Ratify warrant numbered 1207 through 1208 for the 2019/2020 school year.

1k. Approve/Ratify Classified Personnel Report.

1l. Approve/Ratify the 2019/2020 After School Education and Safety Program Contract.

1m. Approve/Ratify Agreement between Fullerton School District and Elizabeth Morales for translation services from August 30, 2019 through June 30, 2020.

1n. Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 1, 2019 through June 30, 2020.

1o. Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide training for a research-based, common core aligned reading program, reading workshop for TK-8 grade teachers from January 7, 2020 through March 18, 2020.

1p. Approve Susan Albano, Kelly Castillo, Rossana Fonseca, Julienne Lee, and Yolanda McComb to attend the National Association for Bilingual Education Conference in Las Vegas, Nevada from February 25-28, 2020.

1q. Approve Elizabeth Leon, Stephanie Givens, Linda Beecher, Jacqueline Gallardo-Hoffmaster, Robert Pletka, Janny Meyer, and Julienne Lee to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, November 13-16, 2019

1r. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2019 – September 30, 2019).

1s. Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2019/2020 school year.

1t. Approve/Ratify Affiliation Agreement between the Fullerton School District and New York University, Steinhardt School of Culture, Education, and Human Development effective September 18, 2019.

1u. Approve Clinical Affiliation Agreement between the Fullerton School District and West Coast University, Inc., effective January 1, 2020.

1v. Adopt resolutions numbered 19/20-B007 through 19/20-B009 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve Updated Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association for the 2019/2020 school year.

1x. Approve GATE Program Coordinator and GATE Talent Academy Coordinator to attend the 2019 National Association for Gifted Children (NAGC) 66th Annual Convention in Albuquerque, New Mexico from November 7-10, 2019

Information/Discussion Item:

First Reading of Resolutions and Full Proposition presented to the Voters by the Fullerton School District.

David Casanoka, legal counsel, shared details with the Board of Trustees regarding placing a future bond on the ballot and the options of adopting version A or Version B of the Resolution. The Board will further discuss this topic at a Special Board Meeting on October 30, 2019.

Administrative Reports:

2a. California Dashboard Local Indicators Board Report

Sung Chi, Educational Services Director, discussed the California Dashboard Local Indicators. Sue Albano, Trang Lai, Rossana Fonseca, and Helene Morris assisted Mr. Chi with the presentation. Dashboard State Indicators will be presented during the January 2020 Board of Trustees meeting and will include: Academic

Indicator, EL Indicator, Suspension Rates, and Chronic Absenteeism.

2b. First Reading of Revised Pupil Attendance Calendar for the 2020/2021 School Year

This serves as the first reading of revised Pupil Attendance Calendar for the 2020/2021 school year. The Fullerton Joint HS District revised their previously adopted 2020/2021 Pupil Attendance calendar and Fullerton School District would like to stay aligned with the high school district to better serve families that have students attending FSD and FJUHSD. The Board will be approving at their November 12, 2019, Board Meeting the final reading of Pupil Attendance Calendar for 2020/2021.

Dr. Bob Pletka expressed his thoughts regarding a comment interest from the Board of Trustees with a general obligation bond.

Discussion Item:

Board of Trustee Term Limits

Rob Coghlan, Assistant Superintendent of Business Services shared details with the Board of Trustees regarding the cost of adding Board of Trustee term limits to a future voter election. A resolution is needed to be adopted for future placement on the voter election. The Board will further discuss this topic at a Special Board Meeting on October 30, 2019.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Vazquez requested information regarding emergency credentials for special education teachers.

Trustee Vazquez requested information regarding Senate Bill 329 (junior high school and high school late start times).

President Meyer adjourned the Regular meeting on October 15, 2019, at 10:13 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Wednesday, October 16, 2019
4:00 p.m. Open Session

District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:13 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julieenne Lee

Discussion/Action Item:

1a. Approve Revised Board Annual Goals.

The Board of Trustees discussed the Revised Board Annual Goals. The Board will be presented the Revised Board Annual Goals for Discussion/Approval at the November 12, 2019, Board Meeting.

Board Member Request(s) for Information and/or Possible Future Agenda Items

No requests.

Adjournment:

President Meyer adjourned the Special meeting on October 16, 2019, at 5:47 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Wednesday, October 30, 2019
3:00 p.m. Open Session

District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:11 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julienne Lee

Discussion Items:

First Reading Continuance of Potential Bond Resolution and Full Proposition presented to the Voters by the Fullerton School District.

Tim Carty, financial advisor from Pipper Jaffrey discussed the legal requirements for pricing a general obligation bond for the Fullerton School District. Mr. Carty recommended the Board select either \$29.00 or \$30.00 per \$100,000 of assessed property value. His recommendation was based on polling results from last summer and the District's current facility needs.

Chris Thompson, Community Member, asked clarification questions regarding repayment.

On November 12, 2019, the Board of Trustees will be discussing and tentatively approving a Resolution which would place a general obligation bond measure on the March 3, 2020, ballot.

Board of Trustee Term Limits

Trustee Sugarman expressed her thoughts about addressing this topic at a future time. She stated the importance of a general obligation bond measure on the March 3, 2020, voters ballot and not having multiple measures on the ballot. The Board agreed to table this discussion for a future date.

Board Member Request(s) for Information and/or Possible Future Agenda Items

No requests.

Adjournment:

President Meyer adjourned the Special meeting on October 30, 2019, at 4:12 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 12, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Call to Order, Pledge of Allegiance

Public Comments regarding Closed Session Items

5:30 p.m.- Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Introductions/Recognitions:

Maple School Report

Catch Me at My Best Recipients

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting October 15, 2019

Special Meeting October 16, 2019

Special Meeting October 30, 2019

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22B0004, N22C0025 through N22C0038, N22D0139 through N22D0203, N22E0049 through N22E0107, N22M0150 through N22M0182, N22R0444 through N22R0591, N22T0018 through N22T0021, N22V0064 through N22V0075, N22X0350 through N22X0363, N22Y0073 through N22Y0076, and N22Z0073 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220199 through 220261 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 124495 through 124942 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.

1g. Review Orange County Department of Education's Williams Settlement Legislation Report for 2018/2019 and 1st Quarter Report for 2019/2020.

1h. Approve/Ratify 2019/2020 Agreement #49156 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective November 1, 2019.

1i. Award a contract to Miracle Recreation Equipment Company, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-17-78-0006B, for the purchase of recreation equipment.

1j. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective October 7, 2019 through June 30, 2020.

1k. Approve Nonpublic Agency Master Contract between Fullerton School District and Brett Dinovi & Associates, LLC effective November 13, 2019 through June 30, 2020.

1l. Approve Independent Contractor Agreement between Fullerton School District and Danita Eshman for occupational therapy services effective November 13, 2019 through June 30, 2020.

1m. Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education and Orange County United Way from November 13, 2019 through August 31, 2020.

1n. Approve/Ratify Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2019/2020 school year.

1o. Approve Nonpublic School Master Contract between Fullerton School District and Summit View School dba STEM3 Academy OC effective November 13, 2019 through June 30, 2020.

1p. Approve Nonpublic Agency Master Contract between Fullerton School District and Western Youth Services effective November 13, 2019 through June 30, 2020.

1q. Approve/Ratify Agreement Number 48983 between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, effective July 1, 2019 through June 30, 2020, for Quality Rating Improvement System Implementation and Data Management for California State Preschool and Tuition-Based Preschool Programs.

1r. Approve/Ratify Addenda between Boys & Girls Club of Fullerton and City of Fullerton for contract cost adjustment for the 2019/2020 school year.

1s. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of rubber playground safety surface materials located at Woodcrest Elementary School.

1t. Approve/Ratify agreement with John R. Byerly Incorporated, to continue to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of Robert C. Fidler – School Improvements Project.

1u. Approve out-of-state conference attendance for Cotsen Mentor to attend the Teachers College Reading Institute, Columbia University, New York, January 26-29, 2020.

1v. Adopt resolutions numbered 19/20-B010 through 19/20-B011 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Approve/Ratify Independent Contractor Agreement between Fullerton School District Nutrition Services and Nancy Wikes for services as Nutrition Specialist from November 1, 2019, through December 31, 2019.

1x. Approve Super Co-Op Annual Renewal of Services for the 2020/2021 school year.

1y. Approve Facility Use Agreement between Fullerton School District and University Conference Center, CSUF for the 2019/2020 school year.

1z. Approve/Ratify Addendum #2 to the Agreement between Fullerton School District and Advantage Communications for the Speech and Debate program for the 2019/2020 school year.

1aa. Ratify CSEA's appointment to the Personnel Commission.

Presentations

- High Reliability Schools
- FSD Pre-School and Early Development Index

Discussion/Action Items:

- 2a. Approve Revision of Pupil Attendance Calendar for the 2020/2021 school year.
- 2b. Approve/Ratify Memorandum of Understanding (MOU) on Playground Supervisors inclusion into the bargaining unit and collective bargaining agreement between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.
- 2c. Approve/Ratify Amended 2019/2020 Child Development State Preschool Contract effective July 1, 2019 through June 30, 2020.
- 2d. Resolution #19/20-10 of the Board of Trustees of the Fullerton School District ordering a school bond election, and establishing specifications for an election order occurring on March 3, 2020.
- 2e. Approve Revised Board Annual Goals.

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, December 10, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects paid leave of absence(s), extra hour(s), stipend(s), promotion(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 12, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
494	Fotinakes	Alex	Ladera Vista	Speech Therapist	Extra Hours	Approve contracted hourly rate NTE eighty (80) hours for certificated employee for CFY supervision on SLP, Samad Cyrus during 19/20 school year. Budget #0125554101-1101	08/15/19-05/29/20
495	Niessen	Larissa	Golden Hill	Speech Therapist	Extra Hours	Approve contracted hourly rate NTE eighty (80) hours for certificated employee for CFY supervision on SLP, Arielle Khalili during 19/20 school year. Budget #0125554101-1101	08/12/19-05/29/20
	Deschamps	Stefani	Certificated Personnel	Substitute Teacher	New Hire		10/16/19
	Douglas	Mark	Fisler	Interim Principal	New Hire	Class VIII, Step I	12/4/19
	Edmiston	Danielle	Certificated Personnel	Substitute Teacher	New Hire		10/28/19
	Frey	Summer	Certificated Personnel	Substitute Teacher	New Hire		10/21/19
	Gable	Amanda	Certificated Personnel	Substitute Teacher	New Hire		10/7/19
	Gray-Blair	Zona	Certificated Personnel	Substitute Teacher	New Hire		10/16/19
	Hopkins	Jessica	Certificated Personnel	Substitute Teacher	New Hire		10/15/19
	Kang	Lesley	Certificated Personnel	Substitute Teacher	New Hire		10/8/19
	Levy	Orly	Student Support	Psychologist	New Hire	Class I, Step I	12/2/19
	Ma	Hannah	Certificated Personnel	Substitute Teacher	New Hire		10/7/19
	McKernan	Katharine	Certificated Personnel	Substitute Teacher	New Hire		10/17/19
	Michel	Kaitlin	Certificated Personnel	Substitute Teacher	New Hire		10/23/19
	Monson	Julia	Certificated Personnel	Substitute Teacher	New Hire		10/15/19
	Qureshi	Mira	Certificated Personnel	Substitute Teacher	New Hire		10/28/19
	Richcreek	Nicole	Certificated Personnel	Substitute Teacher	New Hire		10/7/19
	Scallon	Elizabeth	Certificated Personnel	Substitute Teacher	New Hire		10/25/19
547	Shim	Jini	Educational Services	Teacher	New Hire	Class IV, Step 1	11/4/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 12, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Snow	Lourdes	Certificated Personnel	Substitute Teacher	New Hire		10/23/19
	Verity	Amy	Certificated Personnel	Substitute Teacher	New Hire		10/28/19
	Watkins	Kyli	Certificated Personnel	Substitute Teacher	New Hire		10/18/19
	Yasutomi	Benjamin	Certificated Personnel	Substitute Teacher	New Hire		10/8/19
	Yousling	Cassia	Certificated Personnel	Substitute Teacher	New Hire		10/24/19
	1435		Pacific Drive	Teacher	Paid Leave of Absence		11/01/19-05/29/20
	Guppy	Stephanie	Fisler	Interim Asst. Principal	Promotion	Class V, Step F	11/4/19
	Masters	Susan	Pacific Drive	Teacher	Retirement		5/29/20
496	Calvo	Andrea	Rolling Hills	Teacher	Stipend	Approve stipend of \$800 for certificated employee to teach Choir at Rolling Hills. Budget #0111626101-1101	10/10/19-02/20/20
492	Choi	Charles	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football after school sports. Budget #0130411409-1901	09/03/19-10/23/19
507	Chong	Christina	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130423409-1901	09/01/19-10/25/19
489	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football after school sports. Budget #0130417409-1901	09/11/19-10/23/19
497	Glasby	Shannon	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football and Volleyball after school sports. Budget #0130420409-1901	08/19/19-10/16/19
497	Gomez	Jennifer	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Football and Volleyball after school sports. Budget #0130420409-1901	08/19/19-10/16/19
506	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$300 for certificated employee to coach Flag Football after school sports. Budget #0130423409-1901	09/01/19-10/25/19
492	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130411409-1901	09/03/19-10/23/19
504	McIntosh	Laura	Fisler	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130430409-1901	8/26/19-11/08/19
558	Moen	Shawn	Educational Services	Teacher	Stipend	Approve stipend of \$3,645 for certificated employee to supervise students taking DART 100 Middle College Class at Nicolas. Stipend to be paid December 31, 2019. Budget #0121552211-1901	09/03/19-12/05/19
489	Morita	Kyle	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Volleyball after school sports. Budget #0130417409-1901	09/11/19-10/23/19

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: November 12, 2019

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Chess Masters After School Enrichment Programs	Community Partner(s)	Monetary Donation	Donation	\$315.00
Acacia	Kroger	Community Partner(s)	Monetary Donation	Donation	\$97.62
Acacia	Samurai Academy	Community Partner(s)	Monetary Donation	Donation	\$50.00
Acacia	Tritone Music Academy Inc.	Community Partner(s)	Monetary Donation	Donation	\$176.00
Child Welfare and Attendance	St. Joseph Health	Community Partner(s)	Monetary Donation	Monetary Donation	\$29,000.00
District Office/Visual & Performing Arts	McCoy Mills Ford	Community Partner(s)	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Fern Drive	Fern Drive PTA	PTA	Monetary Donation	Accelerated Reader and IXL Programs	\$12,429.50
Fisler ASB	Fisler PTSA	PTA	Monetary Donation	Leadership Conference	\$373.00
Fisler School	Ji Lee and In Sohn	Parent	Monetary Donation	Class Donation for Cardenas	\$500.00
Fisler School	Lidia Lee and Sung Kim	Community Partner(s)	Monetary Donation	PE Sports Donation	\$25.00
Fisler School	Lily Yee	Parent	Monetary Donation	Technology Supplies	\$600.00
Fisler School	Picaboo Yearbook Corporation	Community Partner(s)	Monetary Donation	Donation for Instructional Supplies	\$5,461.41
Fisler School	Wells Fargo Community Support	Community Partner(s)	Monetary Donation	Instructional Supplies	\$70.00
Golden Hill	Goldent Hill PTA	PTA	Monetary Donation	Media Center remodel	\$10,000.00
Hermosa Drive	Hermosa Drive PTA	PTA	Monetary Donation	Gift for classroom technology and learning apps	\$2,500.00
Ladera Vista	Kroger	Community Partner(s)	Monetary Donation	Donation	\$19.43
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	Monetary Donation	Enrichment - Belkin Tablet Stages and Squid for STEAM	\$856.71
Rolling Hills	Kroger	Community Partner(s)	Monetary Donation	Donation for school enhancement	\$24.34
Sunset Lane	Joung Joo and Chang Wan Chae	Parent	Monetary Donation	Speech and debate	\$300.00
Sunset Lane	Micheael and Laura Day	Parent	Monetary Donation	Speech and debate	\$500.00

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22B0004, N22C0025 THROUGH N22C0038, N22D0139 THROUGH N22D0203, N22E0049 THROUGH N22E0107, N22M0150 THROUGH N22M0182, N22R0444 THROUGH N22R0591, N22T0018 THROUGH N22T0021, N22V0064 THROUGH N22V0075, N22X0350 THROUGH N22X0363, N22Y0073 THROUGH N22Y0076, AND N22Z0073 FOR THE 2019/2020 SCHOOL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22B0004, N22C0025 through N22C0038, N22D0139 through N22D0203, N22E0049 through N22E0107, N22M0150 through N22M0182, N22R0444 through N22R0591, N22T0018 through N22T0021, N22V0064 through N22V0075, N22X0350 through N22X0363, N22Y0073 through N22Y0076, and N22Z0073 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22B0004	MCGRAW HILL EDUCATION INC	49,722.14	49,722.14	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22C0025	CSU FULLERTON AUXILIARY SVCS C	440.00	440.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0026	ORANGE CNTY DEPARTMENT OF EDUC	600.00	600.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0027	CALIFORNIA ASSOCIATION OF SCHO	170.00	170.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0028	NORTHERN SPEECH SERVICES	199.00	199.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
N22C0029	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0121252771 5210	Title I District Admin / Conferences and Meetings
N22C0030	DOWNEY UNIFIED SCHOOL DISTRICT	300.00	300.00	0121225101 5210	Title I Richman Instruction / Conferences and Meetings
N22C0031	ORANGE CNTY DEPARTMENT OF EDUC	95.00	95.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
N22C0032	ORANGE CNTY DEPARTMENT OF EDUC	175.00	175.00	0150855359 5210	District Testing / Conferences and Meetings
N22C0033	CRISIS PREVENTION INSTITUTE IN	6,498.00	6,498.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22C0034	CALIFORNIA SCHOOL NURSES ORGAN	715.00	715.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
N22C0035	CCSESA	1,000.00	1,000.00	0141355239 5210	STEM Program Discrete / Conferences and Meetings
N22C0036	CAHPERD	560.00	560.00	0150554101 5210	APE Autism OT Vision Instr / Conferences and Meetings
N22C0038	ORANGE CNTY DEPARTMENT OF EDUC	90.00	90.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
N22D0139	RENAISSANCE LEARNING INC	4,500.00	4,500.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22D0159	EXPLORELEARNING	3,738.60	3,738.60	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0160	WHITE RHINO PROMOTIONAL SOLUTI	10,344.00	10,344.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22D0161	CURRICULUM ASSOCIATES LLC	12,048.00	12,048.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0162	CURRICULUM ASSOCIATES LLC	17,280.00	17,280.00	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22D0163	CURRICULUM ASSOCIATES LLC	18,072.25	18,072.25	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0164	FOLLETT SCHOOL SOLUTIONS INC	1,494.70	1,494.70	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0165	TUXEDO WHOLESALER	1,229.04	1,229.04	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
N22D0166	WHITE RHINO PROMOTIONAL SOLUTI	2,084.96	2,084.96	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0167	FREE WILL PRINTING COMPANY	6,341.31	6,341.31	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0168	FITNESS FINDERS INC	456.26	456.26	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0169	SCHOLASTIC MAGAZINES	824.99	824.99	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22D0170	RENAISSANCE LEARNING INC	4,830.75	4,830.75	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0171	TWO BIT CIRCUS FOUNDATION	1,028.41	1,028.41	0121221101 5805	Title I Orangethorpe Instr / Consultants
N22D0172	CALIFORNIA WEEKLY EXPLORER INC	680.00	680.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22D0173	SCHOOL HEALTH CORPORATION	108.93	108.93	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0174	CALIFORNIA WEEKLY EXPLORER INC	1,050.00	1,050.00	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
N22D0175	CDW.G	148.12	148.12	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22D0176	SUPPLY MASTER	790.89	790.89	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0177	SOCIAL STUDIES SCHOOL SERVICE	159.97	159.97	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22D0178	FLINN SCIENTIFIC	45.05	45.05	0130423119 4310	LCFF Base Science Parks JrHigh / Materials and Supplies
N22D0179	ROBOT MESH	1,747.81	1,747.81	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0180	AMAZON.COM	71.12	71.12	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0181	KBI AND ASSOCIATES	908.34	908.34	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0182	ORIENTAL TRADING COMPANY	312.07	312.07	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22D0183	ORIENTAL TRADING COMPANY	373.77	373.77	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
N22D0184	DEMCO INC	63.72	63.72	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0185	CDW.G	342.65	342.65	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
N22D0186	THE EDUCATOR COLLABORATIVE LLC	6,500.00	6,500.00	0111630101 5802	Donation Discretionary Fisler / Lecturers
N22D0187	CHARACTERSTRONG LLC	3,999.00	3,999.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22D0188	CALIFORNIA WEEKLY EXPLORER INC	1,125.00	1,125.00	0109411102 5802	Foundation Instr Beechwood / Lecturers
N22D0189	FITNESS FINDERS INC	432.21	432.21	0130224101 4310	LCFF Suppl Instr Raymond / Materials and Supplies Instr
N22D0190	TECHSMART INC	6,500.00	6,500.00	0130220101 5800	LCFF Supplemental Inst Nicolas / Other Contracted
N22D0191	WESTERN GRAPHIX	83.65	83.65	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0192	SCHOLASTIC MAGAZINES	439.56	439.56	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0193	HEINEMANN PUBLISHING	38,679.30	10,000.00 28,679.30	0130210101 4310 0130410109 4310	LCFF Supplemental Instr Acacia / Materials and Supplies LCFF Base Instr Acacia / Materials and Supplies Instr
N22D0194	WEEK PUBLICATIONS INC, THE	923.31	923.31	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22D0195	EAGLE COMMUNICATIONS	584.53	584.53	0130426109 6410	LCFF Base Instr Rolling Hills / New Equip Less Than
N22D0196	HAZ RENTAL CENTER	797.46	797.46	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0197	CALIFORNIA WEEKLY EXPLORER INC	370.00	370.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22D0198	BRIAN KENYON ART STUDIO INC	1,370.00	1,370.00	0153353859 5800	Maintenance Facilities DC / Other Contracted Services
N22D0199	BRIAN KENYON ART STUDIO INC	1,295.00	1,295.00	0153353859 5800	Maintenance Facilities DC / Other Contracted Services
N22D0200	BRIAN KENYON ART STUDIO INC	1,295.00	1,295.00	0153353859 5800	Maintenance Facilities DC / Other Contracted Services
N22D0201	EAGLE COMMUNICATIONS	66.67	66.67	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22D0202	IXL MEMBERSHIP SERVICES	9,990.00	9,990.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Instr
N22D0203	CORPORATE SHIRTS DIRECT INC	901.57	901.57	0130423139 4310	LCFFBase InstrmntlMusic Parks / Materials and Supplies
N22E0049	BYUN, CHRISTINE	297.03	297.03	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22E0050	ESCOBAR, MARIA	561.30	561.30	0111624107 4310	Cotsen Foundation Instr Raymond / Materials and Supplies
N22E0051	COCKERILL, HEIDI ANN	67.61	67.61	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22E0052	BEECHER, LINDA	191.70	99.00 92.70	0130230101 4310 0130430109 4310	LCFF Supplemental Instr Fisler / Materials and Supplies LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0053	CHONG, CHRISTINA	24.51	24.51	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0054	HYUN, TRICIA	107.53	107.53	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0055	PETRIS, RUDOLPH	24.13	24.13	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0056	CONTRERAS, JASEL	40.88	40.88	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0057	O'CONNELL, REBECCA	76.66	76.66	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0058	KNAPP, KELLY	49.20	49.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0059	LAFONT, ANNE	554.07	554.07	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0060	CABAL, SARA	537.04	537.04	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0061	GUERRERO, REBECCA	32.50	32.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0062	COCKERILL, HEIDI ANN	577.50	577.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0063	KNAPP, KELLY	115.00	115.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0064	KOJIMA, DEBRA	320.00	320.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0065	SPENCER, KRISTINE	233.37	233.37	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0066	ANDERSON, TRACEY	291.17	291.17	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0067	GUERRERO, REBECCA	1,003.44	1,003.44	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0068	KLAUSMEIER, TERESA	34.48	34.48	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0069	CHAVEZ, CLAUDIA	32.00	32.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0070	MOSQUEDA, CORINNE	119.38	119.38	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0071	SAN, MAKOTHNIMITH	500.00	500.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0072	GIVEN, STEPHANIE	104.37	104.37	0130410279 4350	LCFF Base Admin Acacia / Materials and Supplies Office
N22E0073	CARTHEW, TERESA	60.33	60.33	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22E0074	COCKERILL, HEIDI ANN	420.76	420.76	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0075	ESQUIVEL, MOLLY	78.35	78.35	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0076	CAMARENA, AMI-RAY	99.96	99.96	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22E0077	STAVA, KYLE	224.68	224.68	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0078	LEWIS, LARA	1,001.47	1,001.47	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0079	CAT-AURELIO, THUY	34.48	34.48	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0080	OLIVARES, JESSICA	51.18	51.18	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0081	STENTON, ANNE	39.58	39.58	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22E0082	CLEMENTE, ROBYN	101.56	101.56	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0083	SMITH, PATRICIA	10.78	10.78	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0084	OLIVARES, JESSICA	35.48	35.48	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22E0085	CHAVEZ, YASMINE	54.85	54.85	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0086	BOUGHTER, DOUG	81.56	81.56	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
N22E0087	SPENCER, KRISTINE	83.52	83.52	0111610271 4350	Donation Admin Acacia / Materials and Supplies Office
N22E0088	SPENCER, KRISTINE	578.22	578.22	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0089	HYUN, TRICIA	212.02	212.02	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0090	HYUN, TRICIA	105.26	105.26	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0091	CHOI, CONNIE	46.73	46.73	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0092	HOA, JAMES	122.75	122.75	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22E0093	COLEMAN, CRYSTAL	23.37	23.37	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0094	DIAZ, LISA	452.00	452.00	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0095	LAFONT, ANNE	689.83	689.83	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0096	NIESSEN, LARISSA	49.99	49.99	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
N22E0097	CHIFO, RACHAEL	46.05	46.05	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0099	CHUNG, AMY	35.33	35.33	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0100	GUERRERO, REBECCA	1,275.26	1,275.26	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0101	MARTINEZ, SYLVIA	36.62	36.62	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22E0102	DUQUE, YASMIN	165.26	165.26	0153750799 4350	Business Administration DC / Materials and Supplies
N22E0103	CYRUS, SAMAD	237.06	237.06	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0104	HYUN, TRICIA	80.45	80.45	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0105	NGUYEN, DAVE	153.40	153.40	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0106	SCHUETT-MALONEY, JENNIFER	30.16	30.16	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0107	ANDERSON, TRACEY	477.13	477.13	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

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N22M0150	MR STEEL ACQUISITION CORPORATI	1,980.05	1,980.05	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22M0151	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0152	AMBIENT ENVIRONMENTAL INC	500.00	500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0153	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0154	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0155	BLUE VIOLET NETWORKS LLC	6,550.00	6,550.00	0153353819 5900	Plant Maintenance DC / Communications
N22M0156	AMBIENT ENVIRONMENTAL INC	250.00	250.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0157	GHATAODE BANNON ARCHITECTS LLP	8,400.00	8,400.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0158	DEPT OF INDUSTRIAL RELATIONS	700.00	700.00	0153353819 5899	Plant Maintenance DC / Other Expenses
N22M0159	GLASBY MAINTENANCE SUPPLY COMP	3,057.00	3,057.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0160	NEXT LEVEL ELEVATOR	1,592.00	1,592.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0161	COVENANT AIR SYSTEMS	220.00	220.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0162	AIR-TEC	470.00	470.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0163	EDUCATION PRODUCTS AND SERVICE	9,168.98	9,168.98	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0164	C A AND A TREE CARE INC	1,215.00	1,215.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
N22M0165	C A AND A TREE CARE INC	3,500.00	3,500.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
N22M0166	MONTGOMERY HARDWARE COMPANY	1,230.73	1,230.73	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0167	MONTGOMERY HARDWARE COMPANY	799.73	799.73	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0168	STATE ARCHITECT, DIVISION OF T	397.59	397.59	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0169	KOMPAN INC	674.59	674.59	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0170	MIRACLE RECREATION EQUIPMENT C	3,166.16	3,166.16	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0171	NEXT LEVEL ELEVATOR	2,388.00	2,388.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0172	FULL COMPASS SYSTEMS LTD	491.57	491.57	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0173	GREENLAND NURSERY	2,248.75	2,248.75	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs

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N22M0174	STARTECHTEL.COM INC	300.93	300.93	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0175	INLAND INSPECTIONS	110,500.00	110,500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0176	RIVER CITY TESTIN	203,338.00	203,338.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0177	NEXT LEVEL ELEVATOR	1,592.00	1,592.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0178	NEXT LEVEL ELEVATOR	2,960.00	2,960.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0179	SIMPLOT PARTNERS	37,092.40	37,092.40	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
N22M0180	AIR FILTRATION SOLUTIONS	8,733.17	8,733.17	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0181	NEW DIMENSIONS GENERAL CONSTRU	4,980.42	4,980.42	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0182	KYA SERVICES LLC	232.19	232.19	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0444	AMAZON.COM	1,399.61	1,399.61	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0445	AMAZON.COM	2,686.06	2,686.06	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0446	AMAZON.COM	315.57	315.57	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0447	APPLE COMPUTER INC	321.10	321.10	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0448	AMAZON.COM	64.52	64.52	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0449	AMAZON.COM	2,868.95	2,868.95	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0450	AMAZON.COM	1,827.77	1,827.77	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0451	AMAZON.COM	1,242.48	1,242.48	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22R0452	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0453	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0454	AMAZON.COM	47.05	47.05	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0455	AMAZON.COM	85.37	85.37	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0456	TRANSPORTATION CHARTER	575.00	575.00	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
N22R0457	AMAZON.COM	343.09	343.09	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst
N22R0458	CURRICULUM ASSOCIATES LLC	405.95	405.95	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protocols

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N22R0459	SUPPLY MASTER	556.00	556.00	0130420109 6410	LCFF Base Instruction Nicolas / New Equip Less Than
N22R0460	RIGHT WAY COMPANY, THE	2,133.45	2,133.45	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0461	AMAZON.COM	183.12	183.12	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
N22R0462	AGENCY ELEVEN	500.00	500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22R0463	AMAZON.COM	80.27	80.27	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
N22R0464	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0465	AMAZON.COM	68.91	68.91	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R0466	PROVANTAGE LLC	1,257.32	1,257.32	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R0467	FULLERTON ARBORETUM	199.34	199.34	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
N22R0468	MPS	2,857.41	2,857.41	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22R0469	APPLE COMPUTER INC	214.42	214.42	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0470	AMAZON.COM	38.30	38.30	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0471	LUSTER LEARNING INSTITUTE, NFP	573.75	573.75	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0472	AMAZON.COM	86.76	86.76	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0473	AMTRAK GROUP SALES	2,590.20	2,590.20	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0474	S&S WORLDWIDE INC	21.68	21.68	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0475	AMAZON.COM	1,563.83	1,563.83	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22R0476	AMAZON.COM	1,920.53	1,920.53	0111928101 4310	Phelps Grant Valencia Park / Materials and Supplies Instr
N22R0477	CDW.G	891.14	891.14	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0478	AMAZON.COM	228.25	228.25	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0479	AMAZON.COM	312.72	312.72	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
N22R0480	CHALK SPINNER LLC	3,372.15	1,686.12	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
			1,686.03	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0481	K WEST PRINTING	2,602.41	2,602.41	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor

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N22R0482	AMAZON.COM	662.64	662.64	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22R0483	PEARSON ASSESSMENT INC	621.82	621.82	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0484	AMAZON.COM	27.46	27.46	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0485	AMAZON.COM	344.50	344.50	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0486	CALIFORNIA SCHOOL BOARDS ASSOC	4,065.00	1,016.25	0152055779 5310	Education Services Discret / Dues and Memberships
			1,016.25	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			1,016.25	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			1,016.25	0153750799 5310	Business Administration DC / Dues and Memberships
N22R0487	AMAZON.COM	49.95	49.95	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0488	AMAZON.COM	37.67	37.67	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
N22R0489	FLINN SCIENTIFIC	499.39	499.39	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0490	NATIONAL CINEMEDIA LLC	19,200.00	9,600.00	0152557709 5800	Board Discret / Other Contracted Services
			9,600.00	0152657719 5800	Superintendent Discret / Other Contracted Services
N22R0491	AEROMARK	193.95	193.95	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
N22R0492	AMAZON.COM	23.69	23.69	0151354341 4310	Health Services / Materials and Supplies Instr
N22R0493	ACCO BRANDS USA LLC	645.32	645.32	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R0494	WESTED	374.23	374.23	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0495	LAKESHORE LEARNING	6,298.64	6,298.64	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0496	MISSION SAN JUAN CAPISTRANO	1,300.00	1,300.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0497	IRVINE PARK RAILROAD INC	1,520.00	1,520.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0498	PRESSAVVY INC.	2,400.46	2,400.46	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R0499	MATHEMATICAL OLYMPIADS FOR ELE	119.00	119.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
N22R0500	AMAZON.COM	80.53	80.53	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0501	DISCOUNT SCHOOL SUPPLY	498.95	498.95	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22R0502	AMAZON.COM	403.95	403.95	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr

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N22R0503	ORANGE COUNTY SCHOOL BOARDS AS	175.00	175.00	0152557709 5310	Board Discret / Dues and Memberships
N22R0504	AMAZON.COM	97.96	97.96	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R0505	S2 DETECTION NEVADA INC.	318.05	318.05	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0506	AMAZON.COM	383.17	383.17	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R0507	AMAZON.COM	361.98	361.98	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R0508	AMAZON.COM	408.48	408.48	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0509	AMAZON.COM	29.08	29.08	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0510	PELLETS INC	189.71	189.71	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R0511	CONTINENTAL MATHEMATICS	85.00	85.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0512	AMAZON.COM	26.38	26.38	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0513	AMAZON.COM	118.48	118.48	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0514	LA HABRA HIGH SCHOOL	75.00	75.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0515	VIRCO MANUFACTURING	89.42	89.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0516	HAZ RENTAL CENTER	722.46	722.46	0130417149 4310	LCFF Base Vocal Music LV / Materials and Supplies Instr
N22R0517	FRIENDS OF JAZZ INC	1,200.00	1,200.00	0111624101 5800	Donation Instruction Raymond / Other Contracted Services
N22R0518	UNIVERSITY OF OREGON	350.00	350.00	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Inst
N22R0519	UNIVERSITY OF OREGON	7,110.00	7,110.00	0139155333 4310	St Jude PBIS Grant Social Svcs / Materials and Supplies
N22R0520	MOMENTUM IN TEACHING LLC	1,700.00	1,700.00	0130227101 5805	LCFF Suppl Instr Sunset Lane / Consultants
N22R0521	SCHOOLSIN	1,091.75	1,091.75	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0522	MINDWARE	75.39	75.39	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0523	LAKESHORE LEARNING	904.66	904.66	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
N22R0524	AMAZON.COM	334.29	305.23	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			29.06	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22R0525	KAPLAN SCHOOL SUPPLY	1,047.56	1,047.56	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst

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N22R0526	HOPE INTERNATIONAL UNIVERSITY	140.00	140.00	0152557709 5210	Board Discret / Conferences and Meetings
N22R0527	AMAZON.COM	77.47	77.47	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0528	MISSION SAN JUAN CAPISTRANO	1,799.00	1,799.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0529	KNOTT'S BERRY FARM	2,625.00	2,625.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0530	AMAZON.COM	430.99	430.99	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Instr
N22R0531	CALIFORNIA WEEKLY EXPLORER INC	1,050.00	1,050.00	0111618101 5802	Donation Instruction Laguna Rd / Lecturers
N22R0532	AMAZON.COM	692.14	692.14	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
N22R0533	LA HABRA HIGH SCHOOL	540.00	540.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0534	LA HABRA HIGH SCHOOL	515.00	515.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0535	U S SCHOOL SUPPLY INC	609.76	609.76	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R0536	BRAINPOP LLC	3,345.00	3,345.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0537	BOOKSOURCE, THE	991.94	991.94	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0538	GOPHER SPORT	126.01	126.01	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0539	TEACHERS PAY TEACHERS	440.58	440.58	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0540	APPLE COMPUTER INC	321.10	321.10	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0541	BREAKOUT EDU	80.81	80.81	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0542	AMAZON.COM	231.65	231.65	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0543	AMAZON.COM	775.63	775.63	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R0545	AMAZON.COM	294.73	294.73	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0546	MEDIEVAL TIMES DINNER AND	2,190.30	2,190.30	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0547	AMAZON.COM	227.15	227.15	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
N22R0548	AMAZON.COM	190.72	190.72	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0549	LEADERSHIP ASSOCIATES	4,500.00	4,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0550	AMAZON.COM	64.11	64.11	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0551	CDW.G	296.82	296.82	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0552	AMAZON.COM	206.99	206.99	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0553	ACADEMIC THERAPY PUBLICATIONS	677.98	677.98	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R0554	APPLE COMPUTER INC	1,438.46	1,438.46	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0555	AVID CENTER	8,574.00	4,574.00	0130220101 5805	LCFF Supplemental Inst Nicolas / Consultants
			4,000.00	0141355239 5805	STEM Program Discrete / Consultants
N22R0556	SEGERSTROM CENTER FOR THE ARTS	870.00	870.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0557	GUIDED DISCOVERIES INC.	9,801.00	9,801.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
N22R0558	RCN TECHNOLOGIES	1,356.00	1,356.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0559	AMAZON.COM	145.33	145.33	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R0560	AMAZON.COM	873.82	873.82	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0561	AMAZON.COM	240.23	240.23	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22R0562	WHITE RHINO PROMOTIONAL SOLUTI	156.85	156.85	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0563	SCHOOL SPECIALTY	703.12	703.12	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Instr
N22R0564	BLACKBOARD INC	2,810.49	2,810.49	0152950729 5800	Districtwide Expenditures / Other Contracted Services
N22R0565	CDW.G	452.25	452.25	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22R0566	APPLE COMPUTER INC	215.49	215.49	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22R0567	CDW.G	445.24	445.24	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22R0568	AMAZON.COM	210.51	210.51	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0569	AMAZON.COM	37.70	37.70	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0570	ASCD	120.71	120.71	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0571	NCS PEARSON INC	1,017.38	1,017.38	0111555103 4310	Gifted and Talented Education / Materials and Supplies
N22R0572	LAKESHORE LEARNING	613.89	613.89	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0573	IRVINE RANCH OUTDOOR EDUCATION	41,165.00	41,165.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0574	WHITE RHINO PROMOTIONAL SOLUTI	833.99	833.99	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22R0575	GANDER PUBLISHING	2,000.09	2,000.09	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22R0576	ANDELSON, JD, STEVEN J	500.26	500.26	0152351709 4350	Contract Admin Discret / Materials and Supplies Office
N22R0577	COMPLETE BUSINESS SYSTEMS	1,702.46	1,702.46	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0578	CULVER NEWLIN INC	498.88	498.88	0153750799 6410	Business Administration DC / New Equip Less Than
N22R0579	HAUFFE COMPANY INC	48,000.00	48,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0580	AMAZON.COM	564.59	564.59	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0581	AMAZON.COM	1,300.73	1,300.73	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0582	SUPPLY MASTER	342.65	342.65	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0583	AMAZON.COM	439.11	439.11	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0584	ENVIRONMENTAL NATURE CENTER	1,020.00	1,020.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0585	AMAZON.COM	105.02	105.02	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22R0586	THEATRE EXPERIENCE OF SO CALIF	612.00	612.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0587	ONEOC	6,500.00	6,500.00	0121225101 5805	Title I Richman Instruction / Consultants
N22R0588	CULVER NEWLIN INC	961.67	961.67	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R0589	APPLE COMPUTER INC	160.55	160.55	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R0590	IMAGINAVI INC	447.70	447.70	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0591	APPLE COMPUTER INC	181.02	181.02	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
N22T0018	CDW.G	418.51	418.51	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0019	PERSEUS ASSOCIATES LLC	6,875.00	6,875.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22T0020	MCCOY AND MILLS FORD	7,593.10	2,353.10 5,240.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
N22T0021	WORLDWIDE WASTE MANAGEMENT	1,181.93	551.93 630.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0064	RIFTON EQUIPMENT	2,965.81	593.97	0113154101 4310	Low Incidence / Materials and Supplies Instr
			2,371.84	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0065	BACKDROPS BEAUTIFUL	6,394.85	104.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			6,290.85	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0066	CDW.G	1,742.77	1,742.77	0122752101 6410	Title IV Part A SSAE Instr / New Equip Less Than \$10,000
N22V0067	RABBIT AIR	592.57	592.57	6852458741 6410	Workers Comp Admin / New Equip Less Than \$10,000
N22V0068	TJT SALES	2,208.88	2,208.88	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than
N22V0069	CDW.G	2,559.84	405.57	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			2,154.27	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0070	APPLE COMPUTER INC	1,479.92	188.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
			1,291.92	0132952101 6410	AfrSchlEdSfty Cohort 6 Instr / New Equip Less Than
N22V0071	CDW.G	1,862.22	1,862.22	0153750799 6450	Business Administration DC / Repl Equip Less Than
N22V0072	DEMCO INC	8,762.28	8,762.28	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
N22V0073	ANAHEIM UNION HIGH SCHOOL DIST	1,000.00	1,000.00	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
N22V0074	CULVER NEWLIN INC	3,531.24	3,531.24	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
N22V0075	LIGHTSPEED TECHNOLOGIES INC	6,376.73	6,376.73	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than
N22X0350	JACKSON, GABRIELLE	9,100.00	9,100.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0351	STATER BROS	150.00	150.00	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
N22X0352	FULLERTON PHOTOGRAPHICS INC	1,710.00	1,710.00	0131655109 6410	Visual Performing Arts Instruc / New Equip Less Than
N22X0353	EDTHEORY LLC	50,000.00	50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0354	LAKESHORE LEARNING	3,000.00	3,000.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0355	COSTCO WHOLESALE	2,000.00	2,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
N22X0356	AUTISM LEARNING PARTNERS	40,000.00	40,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0357	AMN KEY SOLUTIONS	75,000.00	75,000.00	0152950729 5805	Districtwide Expenditures / Consultants
N22X0358	AUTISM COMPREHENSIVE EDUCATION	30,000.00	30,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0359	LEE, JULIENNE	900.00	900.00	0152055779 5900	Education Services Discret / Communications
N22X0360	LIM, WILLIAM	1,000.00	1,000.00	0152657719 5899	Superintendent Discret / Other Expenses
N22X0361	TAQUERIA DE ANDA	10,000.00	10,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0362	OERTEL, JANE E	2,480.00	2,480.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22X0363	DAYLE MCINTOSH CENTER FOR THE	775.00	775.00	0130218101 5805	LCFF Suppl Instr Laguna Road / Consultants
N22Y0073	TRANSPORTATION CHARTER	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0074	FAST DEER BUS CHARTER INC	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
N22Y0075	ANAHEIM UNION HIGH SCHOOL DIST	1,200.00	200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0076	ORTIZ, JUAN	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22Z0073	WESTERN DRAIN SUPPLY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:	1,242,043.97			
	Fund 12 Total:	16,868.30			
	Fund 68 Total:	592.57			
	Total Amount of Purchase Orders:	1,259,504.84			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 11/12/2019

The following Purchase Orders were printed out of sequence and will appear in the next reporting period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22E0098	Collins, Breanna	\$ 38.93	\$ 38.93	01116241014310	Donation Instruction Raymond/Materials and Supplies Instruction
N22R0544	Therapro	\$247.28	\$247.28	01505541014315	APE Autism OT Vision Instr/Materials Test Kits Protocols

Purchase order number **N22C0037** did not appear on the Detail Report. It was never processed or canceled.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0140	CULVER NEWLIN INC	1,287.83	-231.45	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22M0019	NEXT LEVEL ELEVATOR	7,695.00	+1,716.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0063	MOBILE MODULAR PORTABLE	469.14	+234.57	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
N22M0083	HAUFFE COMPANY INC	46,091.00	+15,000.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0102	ARCHITECTURE 9 PLLLP	21,676.25	+6,500.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	15,000.00	+10,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
N22R0290	AMAZON.COM	421.67	-372.79	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22X0046	DEELITE DISTRIBUTION	1,000.00	+500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies Instr
N22X0062	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	+5,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22X0083	FEDERAL EXPRESS CORP	4,200.00	+2,200.00	0152950729 5901	Districtwide Expenditures / Communications Postage
N22X0309	COSTCO WHOLESALE	4,500.00	+3,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0344	ADAMSON, GREG	5,075.00	+700.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22X0345	WATTS, LAWRENCE J	16,316.00	+15,000.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
			-13,720.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
N22Z0013	EXPRESS PIPE AND SUPPLY	8,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0021	HOME DEPOT, THE	22,000.00	+10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0050	SUPERIOR SIGNS AND GRAPHICS	3,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		37,791.76		
	Fund 25 Total:		21,734.57		
	Total Amount of Change Orders:		59,526.33		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0201	PRESSAVVY INC.	3,319.29	3,319.29	0100000000 9510	Unrestricted / Accounts Payable Manual
	Fund 01 Total:	3,319.29			
	Total Amount of Purchase Orders:	3,319.29			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2019

FROM 09/27/2019 TO 10/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220199 THROUGH 220261 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 27, 2019 through October 24, 2019 contains purchase orders numbered 220199 through 220261 for the 2019/2020 school year totaling \$191,993.19.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220199 through 220261 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220199	9/27/2019	10/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2640	\$2,640.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2072	\$6,216.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1875	\$13,125.00	
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090	\$0.3007	\$3,007.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
30	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$3.45	
360	ea	16040	CHOC Milk, NonFat 1/2 PT Eco	\$0.1975	\$71.10	
6	ea	25350	Juice, Orange Gal Plastic	\$4.5145	\$27.09	
1	cs	57050	Margarine, Solid Case 30/1LB	\$24.9762	\$24.98	
					Sales Tax:	\$0.00
					P.O. Total:	\$36,502.11
Driftwood Dairy, Inc.	220200	9/27/2019	10/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.5600	\$46.80	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.9400	\$44.70	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4807	\$14.81	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5145	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5783	\$12.89	
1	ea	50490	Sour Cream 5#	\$6.9640	\$6.96	
75	ea	25035	Juice, Orange 6oz Eco	\$0.2200	\$16.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$900.97
Driftwood Dairy, Inc.	220201	9/27/2019	10/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2640	\$1,320.00	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2072	\$1,036.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1875	\$2,812.50	
19	cs	52101	Yogurt, Dannon Straw/Ban 48/4oz (CACFP)	\$10.6800	\$202.92	
1	cs	45876	Soy Milk, Vanilla 18/8oz (CACFP)	\$14.0000	\$14.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,385.42
					Vendor Total:	\$42,788.50
California School Nutrition Association	220208	10/1/2019	10/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Early Bird Registration - Michael Burns	\$260.0000	\$260.00	
1	ea	2	Early Bird Registration - Nancy Wikes	\$455.0000	\$455.00	
1	ea	3	Early Bird Registration - Matthew Granados	\$285.0000	\$285.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,000.00

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$1,000.00

Packaging Machinery & Parts

220211 10/3/2019 10/3/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	SMC air regulator	\$96.3000	\$96.30
1	ea	2	Shipping	\$13.0000	\$13.00

Sales Tax: \$8.47

P.O. Total: \$117.77

Vendor Total: \$117.77

Print Printing, Inc.

220227 10/9/2019 10/9/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2000	ea	1	Flyer color printing	\$0.1800	\$360.00

Sales Tax: \$27.90

P.O. Total: \$387.90

Vendor Total: \$387.90

Gold Star Foods Inc.

220202 9/30/2019 10/11/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
50	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W	\$71.5800	\$3,579.00
3	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$70.08

Sales Tax: \$0.00

P.O. Total: \$3,649.08

Gold Star Foods Inc.

220203 9/30/2019 10/15/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$840.96
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$23.3600	\$1,261.44
14	cs	4314	Sauce,Taco, Sona Hollen #202312 500/9g.	\$13.3600	\$187.04

Sales Tax: \$0.00

P.O. Total: \$2,289.44

Gold Star Foods Inc.

220204 9/30/2019 10/15/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.9400	\$321.10

Sales Tax: \$0.00

P.O. Total: \$321.10

Gold Star Foods Inc.

220205 9/30/2019 10/11/2019

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
53	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$2,136.96
13	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$367.64
10	case	8006	Shell Taco,6" GS#203043 200ct	\$22.3900	\$223.90
60	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$3,129.00
50	case	30328	French Toast, Bulk GS#138009 Bakecrafters 143/cs	\$19.9600	\$998.00
23	case	58001	Sausage, Link, Pork GS#401388 Pierre 250/cs	\$26.6400	\$612.72
50	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$488.00
22	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings	\$124.8600	\$2,746.92

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Gold Star Foods Inc.	220205	9/30/2019	10/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$10,703.14
Gold Star Foods Inc.	220206	9/30/2019	10/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	case	11125	Juice, Paradise Punch 4.23oz GS#240288			\$7.9000	\$395.00
						Sales Tax:	\$0.00
						P.O. Total:	\$395.00
Gold Star Foods Inc.	220210	10/3/2019	10/8/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz			\$39.1400	\$2,739.80
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.			\$52.4400	\$314.64
						Sales Tax:	\$0.00
						P.O. Total:	\$3,054.44
Gold Star Foods Inc.	220212	10/4/2019	10/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
8	case	30313	Bagel, Plain IW GS#134083 72/cs			\$27.6400	\$221.12
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.			\$15.3500	\$153.50
20	case	30355	Concha, Variety Pack, IW GS#133841 84/cs			\$39.7200	\$794.40
						Sales Tax:	\$0.00
						P.O. Total:	\$1,169.02
Gold Star Foods Inc.	220213	10/4/2019	10/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4			\$59.7400	\$597.40
6	case	11076	Juice, Lemon GS# 200550 4/1 gal.			\$37.1800	\$223.08
40	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs			\$30.2900	\$1,211.60
						Sales Tax:	\$0.00
						P.O. Total:	\$2,032.08
Gold Star Foods Inc.	220214	10/4/2019	10/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
7	case	4503	Oil, Canola Olive Blend 4/1 gal. GS#209769			\$62.1500	\$435.05
						Sales Tax:	\$0.00
						P.O. Total:	\$435.05
Gold Star Foods Inc.	220215	10/4/2019	10/15/2019	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
36	cs	1	Cinnamon Swirl 51%WW 72/2oz GS#134544			\$26.4100	\$950.76
						Sales Tax:	\$0.00
						P.O. Total:	\$950.76
Gold Star Foods Inc.	220220	10/7/2019	10/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	30324	Crouton, WG Chs GS#203332 Garlic IW 250/0.5oz.			\$28.5200	\$57.04
12	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs			\$46.6200	\$559.44
3	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs			\$79.4700	\$238.41
14	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.			\$42.4700	\$594.58
						Sales Tax:	\$0.00
						P.O. Total:	\$1,449.47
Gold Star Foods Inc.	220223	10/8/2019	10/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost

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Gold Star Foods Inc.	220223	10/8/2019	10/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$43.2900	\$303.03	
4	case	30009	Hot Dog, GS#140300 Beef 8/1, Hoffy 80/cs	\$32.8200	\$131.28	
10	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs	\$25.0200	\$250.20	
24	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$1,251.60	
Sales Tax:						\$0.00
P.O. Total:						\$1,936.11
Gold Star Foods Inc.	220225	10/8/2019	10/18/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
62	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,656.70	
37	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$51.3600	\$1,900.32	
10	case	30326	Breadstick, Garlic GS#134819 320/case	\$36.2900	\$362.90	
36	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$43.2400	\$1,556.64	
68	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$30.2900	\$2,059.72	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$536.80	
15	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$70.0300	\$1,050.45	
Sales Tax:						\$0.00
P.O. Total:						\$10,123.53
Gold Star Foods Inc.	220228	10/10/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	30220	Chicken Patty, WG GS#141227 104/cs	\$32.3500	\$1,164.60	
47	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$3,232.19	
10	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$39.5900	\$395.90	
Sales Tax:						\$0.00
P.O. Total:						\$4,792.69
Gold Star Foods Inc.	220232	10/16/2019	10/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$93.44	
Sales Tax:						\$0.00
P.O. Total:						\$93.44
Gold Star Foods Inc.	220234	10/16/2019	10/16/2019	10/25/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs	\$36.6000	\$2,379.00	
8	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs	\$28.5300	\$228.24	
63	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$1,204.56	
Sales Tax:						\$0.00
P.O. Total:						\$3,811.80
Gold Star Foods Inc.	220235	10/16/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	59049	Pull Apart, IW GS#406666 108/cs	\$63.5800	\$1,525.92	
18	case	8006	Shell Taco,6" GS#203043 200ct	\$22.3900	\$403.02	
30	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$1,387.80	
24	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$18.0200	\$432.48	
59	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,528.15	
Sales Tax:						\$0.00
P.O. Total:						\$6,277.37
Gold Star Foods Inc.	220236	10/17/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
64	case	30334	Pancake, WG, Bulk GS#102802 12/12ct	\$25.1300	\$1,608.32	
55	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$536.80	

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Gold Star Foods Inc.	220236	10/17/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
63	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$31.5400	\$1,987.02	
64	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$3,337.60	
20	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$791.80	
Sales Tax:						\$0.00
P.O. Total:						\$8,261.54
Gold Star Foods Inc.	220237	10/18/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
29	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8100	\$1,502.49	
Sales Tax:						\$0.00
P.O. Total:						\$1,502.49
Gold Star Foods Inc.	220238	10/21/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$403.20	
Sales Tax:						\$0.00
P.O. Total:						\$403.20
Gold Star Foods Inc.	220239	10/21/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.	\$9.2100	\$64.47	
1	ea	4007	Cumin Ground, Pacific Spice #202036 5#	\$21.0300	\$21.03	
Sales Tax:						\$0.00
P.O. Total:						\$85.50
Gold Star Foods Inc.	220240	10/21/2019	10/28/2019	10/29/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,739.80	
Sales Tax:						\$0.00
P.O. Total:						\$2,739.80
Gold Star Foods Inc.	220241	10/21/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz	\$17.4700	\$104.82	
Sales Tax:						\$0.00
P.O. Total:						\$104.82
Gold Star Foods Inc.	220242	10/21/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670	\$4.9400	\$321.10	
Sales Tax:						\$0.00
P.O. Total:						\$321.10
Gold Star Foods Inc.	220245	10/21/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$52.4400	\$367.08	
6	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs	\$44.0400	\$264.24	
24	case	8021	Chips, Tortilla GS#208220 80/cs	\$19.1200	\$458.88	
14	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$62.1400	\$869.96	
Sales Tax:						\$0.00
P.O. Total:						\$1,960.16
Gold Star Foods Inc.	220246	10/21/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$716.00	

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Gold Star Foods Inc.	220246	10/21/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
Sales Tax:						\$0.00
P.O. Total:						\$716.00
Gold Star Foods Inc.	220247	10/22/2019	11/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$36.6000	\$1,830.00
28	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$28.5300	\$798.84
52	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$994.24
33	case	30220	Chicken Patty, WG GS#141227 104/cs		\$32.3500	\$1,067.55
Sales Tax:						\$0.00
P.O. Total:						\$4,690.63
Gold Star Foods Inc.	220248	10/22/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$39.7200	\$993.00
8	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs		\$46.6200	\$372.96
Sales Tax:						\$0.00
P.O. Total:						\$1,365.96
Gold Star Foods Inc.	220249	10/22/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	bag	5105	Rice, White, Parboiled LG GS#101936 25#/bag		\$10.7600	\$645.60
16	case	59047	Pizza, Brkfst, Sausage GS#406649 160 ct/3 oz.		\$64.8500	\$1,037.60
Sales Tax:						\$0.00
P.O. Total:						\$1,683.20
Gold Star Foods Inc.	220250	10/22/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	57016	Sandwich, Mini BBQ RibTwins, GS#401766/0543 80/5.4		\$54.0400	\$540.40
Sales Tax:						\$0.00
P.O. Total:						\$540.40
Gold Star Foods Inc.	220251	10/22/2019	11/15/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
57	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$40.3200	\$2,298.24
43	case	33009	Turkey & Gravy #2847 Jennie-O 4/5#/case		\$1.0000	\$43.00
10	case	20025	Potato Pearls, Basic American, 6/3.5#, GS#400184		\$37.8800	\$378.80
37	case	7662	Cookie Turkey #9005 160/cs wrapped		\$27.0000	\$999.00
52	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$3,006.64
Sales Tax:						\$0.00
P.O. Total:						\$6,725.68
Gold Star Foods Inc.	220253	10/23/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
55	case	59801	Sandwich, Sunbter&GrpJelly, GS#401972 96csSW#11128W		\$71.5800	\$3,936.90
10	case	3011	Cereal, Rice Chex GS#203127 96/case		\$23.3600	\$233.60
Sales Tax:						\$0.00
P.O. Total:						\$4,170.50
Gold Star Foods Inc.	220254	10/23/2019	11/5/2019	11/1/2019		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.9400	\$321.10
Sales Tax:						\$0.00
P.O. Total:						\$321.10

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Gold Star Foods Inc.	220255	10/23/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4		\$54.0400	\$540.40
					Sales Tax:	\$0.00
					P.O. Total:	\$540.40
Gold Star Foods Inc.	220256	10/23/2019	11/1/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	8006	Shell Taco,6" GS#203043 200ct		\$22.3900	\$134.34
					Sales Tax:	\$0.00
					P.O. Total:	\$134.34
Gold Star Foods Inc.	220257	10/23/2019	10/25/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
7	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$122.29
					Sales Tax:	\$0.00
					P.O. Total:	\$122.29
Gold Star Foods Inc.	220258	10/23/2019	10/29/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
39	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$2,930.07
10	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$40.8900	\$408.90
11	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$619.19
					Sales Tax:	\$0.00
					P.O. Total:	\$3,958.16
Gold Star Foods Inc.	220259	10/23/2019	11/5/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$126.1800	\$3,028.32
					Sales Tax:	\$0.00
					P.O. Total:	\$3,028.32
Gold Star Foods Inc.	220260	10/23/2019	11/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	12201	Sunbutter Cup, GS#208125 200/cs		\$58.3500	\$350.10
					Sales Tax:	\$0.00
					P.O. Total:	\$350.10
Gold Star Foods Inc.	220261	10/24/2019	10/29/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
22	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$28.5300	\$627.66
					Sales Tax:	\$0.00
					P.O. Total:	\$627.66
P & R Paper Supply Company, Inc.	220209	10/1/2019	10/9/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$27.5500	\$137.75
6	case	85008	Bowl, 22oz Pactiv THI-0022 500/case		\$24.9500	\$149.70
5	case	85208	Lid Clear Dome 12&22 Sol Pak CDL065 1000/case		\$32.8500	\$164.25
					Sales Tax:	\$0.00
					P.O. Total:	\$451.70
Vendor Total:						\$97,836.87

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P & R Paper Supply Company, Inc.	220221	10/7/2019	10/9/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs			\$16.2500	\$162.50
						Sales Tax:	\$12.59
						P.O. Total:	\$175.09
P & R Paper Supply Company, Inc.	220222	10/7/2019	10/16/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
3	case	87203	Foil Sheets 12x10 3/4 HFA-JIF-8960 6/500/cs			\$70.9600	\$212.88
24	cs	85010	Bowl, Styro Unlam 30 oz Pactiv YTH10030 1000/cs			\$44.3000	\$1,063.20
						Sales Tax:	\$0.00
						P.O. Total:	\$1,276.08
P & R Paper Supply Company, Inc.	220226	10/9/2019	10/23/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs			\$25.3500	\$507.00
8	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case			\$32.0500	\$256.40
						Sales Tax:	\$59.16
						P.O. Total:	\$822.56
P & R Paper Supply Company, Inc.	220233	10/16/2019	10/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
24	case	86101	Tray, 8.5x5.5 Regal Plaid Carry CHI-R963CT 500/cs			\$17.5000	\$420.00
						Sales Tax:	\$0.00
						P.O. Total:	\$420.00
P & R Paper Supply Company, Inc.	220243	10/21/2019	10/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #NB182			\$21.9400	\$43.88
2	case	81102	Bag Bun pan 10x14 ELK-BOR1014HD 1000/cs			\$13.9000	\$27.80
3	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280			\$12.6000	\$37.80
						Sales Tax:	\$6.33
						P.O. Total:	\$115.81
P & R Paper Supply Company, Inc.	220244	10/21/2019	10/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
3	case	84107	Cup Coffee 8oz Symp Handle IMV-8PCWH 1M/case			\$36.0500	\$108.15
5	case	83304	Plates, Clear Plastic 6" WNA OP6240CL 240/case			\$46.4000	\$232.00
						Sales Tax:	\$0.00
						P.O. Total:	\$340.15
Vendor Total:							\$3,601.39
Cummins-Allison Corp.	220219	10/7/2019	11/7/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Annual Maintenance Agreement Renewal			\$205.9200	\$205.92
1	ea	1	Parts			\$28.0800	\$28.08
						Sales Tax:	\$2.18
						P.O. Total:	\$236.18
Vendor Total:							\$236.18

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ProGuard Service and Solutions	220207	9/30/2019	9/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Filter Cartridge SCS100 #93203230		\$392.8500	\$392.85
1	ea	1	Freight Charge		\$5.4500	\$5.45
					Sales Tax:	\$30.45
					P.O. Total:	\$428.75
					Vendor Total:	\$428.75
Boyd & Associates	220218	10/7/2019	10/7/2019		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Upgrade Alarm GSM to 4G		\$190.0000	\$190.00
1	ea	2	Transformer		\$45.0000	\$45.00
					Sales Tax:	\$0.00
					P.O. Total:	\$235.00
					Vendor Total:	\$235.00
Arrow Restaurant Equipment & Supplies	220230	10/14/2019	10/14/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	EA	1	Chef's Hat, Black Model#DRBKBLKO		\$14.0000	\$140.00
1	EA	1	Freight Charge		\$38.9000	\$38.90
					Sales Tax:	\$10.85
					P.O. Total:	\$189.75
					Vendor Total:	\$189.75
N. Harris Computer Corporation	220252	10/22/2019	10/22/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	ea	HWKP201	Keypad with Display		\$295.0000	\$1,180.00
					Sales Tax:	\$91.45
					P.O. Total:	\$1,271.45
					Vendor Total:	\$1,271.45
Michael Burns	220224	10/8/2019	10/8/2019		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	lot	1	85 Degree C Bakery, Invoice dated 8/21/19		\$41.0000	\$41.00
					Sales Tax:	\$0.00
					P.O. Total:	\$41.00
Michael Burns	220231	10/14/2019	10/14/2019		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Lowe's, Invoice dated 10/13/19		\$34.4400	\$34.44
					Sales Tax:	\$0.00
					P.O. Total:	\$34.44

Purchase Orders - Detail

10/28/2019 9:07:41 AM

Fullerton School District

Show all data where the Order Date is between 9/27/2019 and 10/24/2019

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$75.44

Descon	220216	10/4/2019	10/4/2019			
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	SS-Mod-Main	Signature Sign w/ Logo, 60"w x 18"h	\$325.0000	\$325.00	
1	ea	1	Shipping and Handling	\$32.5000	\$32.50	
				Sales Tax:		\$25.19
				P.O. Total:		\$382.69
				Vendor Total:		\$382.69

Ashley Nicole Powell	220217	10/4/2019	6/30/2020			
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Inv# 07312019 dtd 7/31/19	\$10.5000	\$10.50	
1	ea	2	Inv# 08312019 dtd 8/31/19	\$7.0000	\$7.00	
1	ea	3	Inv# 09302019 dtd 9/30/19	\$14.0000	\$14.00	
				Sales Tax:		\$0.00
				P.O. Total:		\$31.50
				Vendor Total:		\$31.50

Juan Gallardo	220229	10/14/2019	6/30/2020	5648		
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Inv.#20-Oct/A dtd 10/14/19	\$230.0000	\$230.00	
1	lot	1	Inv.#20-Oct/B dtd 10/14/19	\$300.0000	\$300.00	
				Sales Tax:		\$0.00
				P.O. Total:		\$530.00
				Vendor Total:		\$530.00

GRAND TOTAL \$106,293.19
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 124495 THROUGH 124942 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 124495 through 124942 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$3,539,611.39
12 Child Development	14,800.24
25 Capital Facilities	464,979.96
40 Special Reserve	1,155.00
68 Workers' Compensation	44,741.76
81 Property / Liability Insurance	702.77
Total	<u>\$4,065,991.12</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$4,065,991.12 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 124495 through 124942 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13892 THROUGH 13970 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$352,031.05, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13892 through 13970 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION REPORT FOR 2018/2019 AND 1st QUARTER REPORT FOR 2019/2020

Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report reflects aggregate data collected during 2018/2019 and fall of 2019 Pursuant to Education Code §1240(2)(H). Copies of both reports are being shared with the Board.

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Review Orange County Department of Education's Williams Settlement Legislation Report for 2018/2019 and 1st Quarter Report for 2019/2020.

CH:nm
Attachments



September 27, 2019

Robert Pletka, Ed.D.
Superintendent
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

Dear Dr. Pletka:

Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) to ensure compliance with Williams Settlement Legislation requirements.

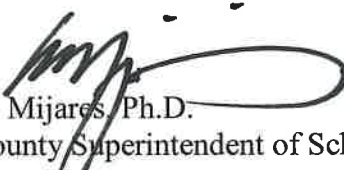
The enclosed report for fiscal year 2018-19 provides aggregate findings for Fullerton School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

This data has been submitted in previous quarterly reports. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,


Al Mijares, Ph.D.
County Superintendent of Schools

AM:ag

Enclosure

c: Susan Albano, Director, Educational Services

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W. BEDELL, PH.D.

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API).

INSTRUCTIONAL MATERIALS

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/ Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 27, 2018		NONE				
Orangethorpe Elementary	August 27, 2018		NONE				
Pacific Drive Elementary	August 27, 2018		NONE				

¹“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

FACILITIES

Schools were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified
Commonwealth Elementary	August 23, 2018		NONE
Orangethorpe Elementary	August 23, 2018		NONE
Pacific Drive Elementary	August 23, 2018		NONE

²Districts are not required to report corrections to the Orange County Department of Education.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

The SARCs published in 2018-19 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Commonwealth Elementary	March 14, 2019	Yes	N/A	Yes	N/A
Orangethorpe Elementary	March 14, 2019	Yes	N/A	Yes	N/A
Pacific Drive Elementary	March 14, 2019	Yes	N/A	Yes	N/A



**Williams Settlement Legislation
Annual Report
Fullerton School District
2018-19**

TEACHER ASSIGNMENT MONITORING

Fullerton School District did not require teacher assignment reviews in the 2018-19 school year due to being in compliance for misassignments and teacher vacancies for two or more consecutive years.

School	Teacher Misassignments ³	English Language Learner Misassignments	Number of Misassignments Corrected	Teacher Vacancies ⁴	Teacher Vacancies Filled
Commonwealth Elementary	0	0	0	0	0
Orangethorpe Elementary	0	0	0	0	0
Pacific Drive Elementary	0	0	0	0	0

Respectfully submitted,

Nicole Savio Newfield
Administrator, Student Achievement and Wellness

9/27/19

Date

³ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

⁴ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].



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AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE
JOHN W. BEDELL, PH.D.
REBECCA "BECKIE" GOMEZ
LISA SPARKS, PH.D.
KEN L. WILLIAMS, D.O.

DATE: October 25, 2019
TO: Robert Pletka, Ed.D., Superintendent, Fullerton School District
FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness
SUBJECT: Williams Settlement Legislation 1st Quarter Report

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2019-20 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2019. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FIRST QUARTER REPORT

Instructional Material Reviews

- Three reviews were conducted from August 26 – 30, 2019. Results are enclosed.

School Site Facility Reviews

- Three reviews were conducted on August 23, 2019. Results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the fourth quarter.
- No complaints were filed in your district during the period of April through June 2019.

Upcoming Quarter

- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Susan Albano, Director, Educational Services



**Williams Settlement Legislation
1st Quarter Report
Fullerton School District
2019-20**

INSTRUCTIONAL MATERIALS

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.¹

School	Review Date	Textbook/Instructional Materials Insufficiencies	Subject	Grade	Room	Materials Needed	Correction Date
Commonwealth Elementary	August 30, 2019	NONE					
Orangethorpe Elementary	August 26, 2019	McGraw-Hill, Wonders Literature Anthology	English Language Arts	3	19	4	August 26, 2019
Orangethorpe Elementary	August 26, 2019	Houghton Mifflin Harcourt, Houghton Mifflin History-Social Science Communities Level 3	History/Social Science	3	19	5	August 26, 2019
Orangethorpe Elementary	August 26, 2019	MacMillan/McGraw-Hill, California Science	Science	3	19	6	August 26, 2019
Pacific Drive Elementary	August 26, 2019	NONE					

¹“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



**Williams Settlement Legislation
1st Quarter Report
Fullerton School District
2019-20**

FACILITIES

Schools were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Facility Conditions Identified	Room/Area
Commonwealth Elementary	August 23, 2019	NONE	
Orangethorpe Elementary	August 23, 2019	NONE	
Pacific Drive Elementary	August 23, 2019	NONE	

Respectfully submitted,

Nicole Savio Newfield, Administrator
Student Achievement and Wellness

10/25/19

Date

²Districts are not required to report corrections to the Orange County Department of Education.

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Helene Morris, Director of Administrative Services

SUBJECT: **APPROVE/RATIFY 2019/2020 AGREEMENT #49156 FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES (OCFNLPS) PROGRAM AT LAGUNA ROAD SCHOOL AND NICOLAS JR. HIGH SCHOOL EFFECTIVE NOVEMBER 1, 2019**

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership Services (OCFNLPS) takes the form of a partnership service program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership service program consists of a group of young people, along with an adult advisor, who work together to make positive changes in their schools and communities. OCFNLPS staff provide technical assistance, leadership training, and support for chapter development. Students meet during the lunch break.

Laguna Road School and Nicolas Jr. High School have offered a Friday Night Live Partnership Services program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with Fullerton School District, Laguna Road School and Nicolas Jr. High School. Orange County Department of Education is offering a total of \$2,000 in stipends. The two staff members at Laguna Road School and Nicolas Jr. High School who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members' names are:

<u>Laguna Road School:</u>		<u>Nicolas Jr. High School</u>	
Megan Merda	\$334	Lauren Comini	\$500
Casey Smith	\$333	Shawn Moen	\$500
Stephanie Olsen	\$333		

Rationale: Students at Laguna Road School and Nicolas Jr. High School have benefited from the many opportunities for school service, student leadership, and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: A \$2,000 stipend reimbursement will be received from Orange County Department of Education.

Recommendation: Approve/Ratify 2019/2020 Agreement #49156 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective November 1, 2019.

2 AGREEMENT FOR PROVISION OF
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
4 BETWEEN
5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
6 AND
7 FULLERTON SCHOOL DISTRICT
8 FISCAL YEAR 2019-2020

9 This AGREEMENT, entered into this 1st day of November, 2019, which
10 date is enumerated for purposes of reference only, is by and between
11 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa,
12 California 92626, hereinafter referred to as "SUPERINTENDENT", and
13 Fullerton School District, 1401 West Valencia Drive, Fullerton,
14 California 92803, hereinafter referred to as "DISTRICT".

15 WITNESSETH:

16 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
17 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange
18 County Friday Night Partnership services to the residents of Orange
19 County; and

20 WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT
21 for the provision of Orange County Friday Night Live Partnership advisor
22 stipends in order to comply with the Agreement with COUNTY to provide
23 comprehensive primary prevention programs to the residents of Orange
24 County; and

25 WHEREAS, DISTRICT is specially trained, experienced and competent
to perform the services required, and is agreeable to the rendering of
such services according to the terms and conditions hereinafter set
forth.

1 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
3 independent contractor to provide the services as described in the
4 "2019-2020 Participation & Stipend Requirements for School-Based
5 Chapters", which is attached hereto as Exhibit "A" and incorporated
6 herein by this reference. SUPERINTENDENT shall provide advisor stipends
7 to the designated Orange County Friday Night Live chapter advisor(s)
8 at: Laguna Road Elementary School; Parks Junior High School. DISTRICT
9 hereby agrees to perform said work upon the terms and conditions
10 hereinafter set forth for the Educational Services Division.

11 2.0 TERM. DISTRICT shall commence providing services under this
12 AGREEMENT on November 1, 2019 and will diligently perform as required
13 and complete performance by June 30, 2020, subject to termination as
14 set forth in this AGREEMENT.

15 3.0 PAYMENT.

16 A. SUPERINTENDENT agrees to pay DISTRICT for services
17 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the
18 total sum not to exceed Two thousand dollars (\$2,000.00). Reimbursement
19 for Advisor Stipends shall be made at the maximum rate of One thousand
20 dollars (\$1,000.00) for each eligible school chapter. Verification and
21 completion of all activities by June 1, 2020, is required to receive
22 full stipend. Payment to DISTRICT shall be made upon satisfactory
23 performance of activities identified in Section 1.0 of this AGREEMENT,
24 satisfactory completion of reporting requirements, and receipt and
25 approval of an itemized invoice. DISTRICT'S invoice is due to
SUPERINTENDENT no later than June 29, 2020. Payment shall be mailed

1 to: Fullerton School District, 1401 West Valencia Drive, Fullerton,
2 California 92803, or at such other place as DISTRICT may designate in
3 writing. Payment shall be made within thirty (30) days from receipt of
4 an accurate invoice from DISTRICT.

5 B. DISTRICT shall not claim reimbursement for food, equipment
6 purchases, or services provided beyond the expiration and/or termination
7 of this AGREEMENT, except as may otherwise be provided under this
8 AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should
10 DISTRICT fail to comply with any of the provisions set forth in this
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by the State of
14 California. In the event that such funding is terminated or reduced,
15 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
16 obligations hereunder shall be limited to the amount owed to DISTRICT
17 for services thus far performed at the time notice is given to DISTRICT.
18 SUPERINTENDENT shall provide DISTRICT written notification of such
19 termination. Notice shall be deemed given when received by the DISTRICT
20 or no later than three (3) days after the day of mailing, whichever is
21 sooner.

22 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any
23 costs or expenses paid or incurred by DISTRICT in performing services
24 for SUPERINTENDENT, except as follows: N/A.

25 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
AGREEMENT, shall be and act as an independent contractor. DISTRICT

1 understands and agrees that he/she and all of his/her employees shall
2 not be considered officers, employees or agents of the SUPERINTENDENT,
3 and are not entitled to benefits of any kind or nature normally provided
4 employees of the SUPERINTENDENT and/or to which SUPERINTENDENT'S
5 employees are normally entitled, including, but not limited to, State
6 Unemployment Compensation or Workers' Compensation. DISTRICT assumes
7 the full responsibility for the acts and/or omissions of his/her
8 employees or agents as they relate to the services to be provided under
9 this AGREEMENT. DISTRICT shall assume full responsibility for payment
10 of all federal, state and local taxes or contributions, including
11 unemployment insurance, social security and income taxes with respect
12 to DISTRICT'S employees.

13 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify, hold
14 harmless and defend the SUPERINTENDENT, the Orange County Board of
15 Education and its officers, agents and employees from every claim or
16 demand made and every liability, loss, damage or expense, of any nature
17 whatsoever, which may be incurred by reason of:

- 18 (a) Liability for damages for: (1) death or bodily injury to
19 person; (2) injury to, loss or theft of property; or (3) any
20 other loss, damage or expense arising out of (1) or (2)
21 above, sustained by the DISTRICT or any person, firm or
22 corporation employed by the DISTRICT, either directly or by
23 independent contract, upon or in connection with the services
24 called for in this AGREEMENT, however caused, except for
25 liability for damages referred to above which result from
the sole negligence or willful misconduct of the

1 SUPERINTENDENT, the Orange County Board of Education, or its
2 officers, employees or agents.

3 (b) Any injury to or death of any persons, including the
4 SUPERINTENDENT or its officers, agents and employees, or
5 damage to or loss of any property caused by any act, neglect,
6 default, or omission of the DISTRICT, or any person, firm or
7 corporation employed by the DISTRICT, either directly or by
8 independent contract, arising out of, or in any way connected
9 with, the services covered by this AGREEMENT, whether said
10 injury or damage occurs either on or off SUPERINTENDENT'S
11 property, except for liability for damages which result from
12 the sole negligence or willful misconduct of the
13 SUPERINTENDENT, the Orange County Board of Education, or its
14 officers, employees or agents.

15 (c) Any liability for damages which may arise from the furnishing
16 or use of any copyrighted or uncopyrighted matter or patented
17 or unpatented invention under this AGREEMENT.

18 7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
19 AGREEMENT shall not be assigned by the DISTRICT without prior written
20 approval of SUPERINTENDENT.

21 8.0 TOBACCO USE POLICY. In the interest of public health,
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
23 of any tobacco products are prohibited in buildings and vehicles, and
24 on any property owned, leased or contracted for by the SUPERINTENDENT
25 pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with

1 conditions of this policy could result in the termination of this
2 AGREEMENT.

3 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
4 unlawful discrimination in employment of persons because of race, color,
5 religious creed, national origin, ancestry, physical handicap, medical
6 condition, marital status, or sex of such persons.

7 10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or
8 without cause, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT
9 shall provide written notice to the other party thirty (30) days in
10 advance of termination. SUPERINTENDENT shall compensate DISTRICT only
11 for services satisfactorily rendered to the date of termination. Written
12 notice by SUPERINTENDENT shall be sufficient to stop further performance
13 of services by DISTRICT. Notice shall be deemed given when received by
14 SUPERINTENDENT or DISTRICT or no later than three (3) days after the
15 day of mailing, whichever is sooner.

16 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served or
21 if mailed on the third day after deposit in any U.S. Post Office. The
22 address to which notices or demands may be given by either party may be
23 changed by written notice given in accordance with the notice provisions
24 of this section. As of the date of this AGREEMENT, the addresses of the
25 parties are as follows:

1 DISTRICT: Fullerton School District
2 1401 West Valencia Drive
3 Fullerton, Californian 92803
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 P.O. Box 9050
8 Costa Mesa, California 92628-9050
9 Attn: Patricia McCaughey

10 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
11 redress for violation of, or to insist upon, the strict performance of
12 any term or condition of this AGREEMENT, shall not be deemed a waiver
13 by that party of such term or condition, or prevent a subsequent similar
14 act from again constituting a violation of such term or condition. Or
15 prevent a subsequent similar act from again constituting a violation of
16 such term or condition. Nevertheless continue in full force and effect,
17 and shall not be affected, impaired or invalidated in any way.

18 13.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in anyway.

23 14.0 APPLICABLE LAWS. The services completed herein must meet the
24 approval of the SUPERINTENDENT and shall be subject to the
25 SUPERINTENDENT'S general right of inspection to secure the satisfactory
completion thereof. DISTRICT agrees to comply with all federal, state
and local laws, rules, regulations and ordinances that are now or may
in the future become applicable to DISTRICT, DISTRICT'S business,

1 equipment and personnel engaged in operations covered by this AGREEMENT
2 or accruing out of the performance of such operations.

3 15.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000. DISTRICT and its
4 Subcontractors, if any, that provide services covered by this AGREEMENT
5 shall comply with Section 106(g) of the Trafficking Victims Protection
6 Act of 2000 (22 U.S.C. 7104(g)) as amended by Section 1702.

7 16.0 LOBBYING. DISTRICT shall not use the funds provided by means of
8 this AGREEMENT for lobbying any governmental agency or official.
9 DISTRICT shall file all certificates and reports in compliance with the
10 requirement pursuant to Title 31, Section 1352, U.S.C.A.

11 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
12 be governed by the laws of the State of California with venue in Orange
13 County, California.

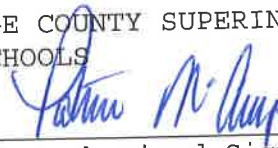
14 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
15 attached hereto constitute the entire agreement among the Parties to it
16 and supersedes any prior or contemporaneous understanding or agreement
17 with respect to the services contemplated, and may be amended only by
18 a written amendment executed by both Parties to the AGREEMENT.

19 IN WITNESS WHEREOF, the Parties hereto set their hands.

20 DISTRICT: FULLERTON SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

21 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

22 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

23 TITLE: _____

TITLE: Administrator

24 DATE: _____

DATE: October 21, 2019

25 Fullerton SD-OCFNLP Advisor Stipend(49156)20
ZIP4

EXHIBIT "A"

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**ORANGE COUNTY DEPARTMENT OF EDUCATION • EDUCATIONAL SERVICES DIVISION
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP**

FNL Kids

2019-2020 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live Kids (FNL Kids) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2019-2020 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, Standards of Practice, and Co-branding: Utilize the FNL Kids name for meetings, events, and activities. Maintain a FNL Kids chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice. <i>Chapters co-branding with another leadership group are to adhere to the Co-Branding Guidelines.</i>	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 4, 2019: Chapter Profile, Chapter Application, Participation Requirements, Media Release, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 5 th day of the following month	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Fall Youth Training: Participate in the Fall Leadership Training or a 2-hour training conducted at school site.	\$100
6. Spring Youth Training/Event: Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. Program Evaluation: Administer the pre-survey to chapter youth by the third chapter meeting of the year. Administer the post-survey to chapter youth in April. A minimum of 80% of current chapter members must participate in the pre and post survey.	\$100
8. Alcohol and Other Drug Prevention Activities: Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs by June 15, 2020. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. School-based Prevention Activity #1: Conduct one (1) prevention activity by December 31, 2019 that results in contact with 60% of the grade 4-6 school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100
10. School-based Prevention Activity #2: Conduct one (1) prevention activity by June 15, 2020 that results in contact with 60% of the grade 4-6 school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



**ORANGE COUNTY DEPARTMENT OF EDUCATION • EDUCATIONAL SERVICES DIVISION
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP**

Club Live

2019-2020 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Club Live advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2019-2020 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, Standards of Practice, and Co-branding: Utilize the Club Live name for meetings, events, and activities. Maintain a Club Live chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice. <i>Chapters co-branding with another leadership group are to adhere to the Co-Branding Guidelines.</i>	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 4, 2019: Chapter Profile, Chapter Application, Participation Requirements, Media Release, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 5 th day of the following month	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Fall Youth Training: Participate in the Fall Leadership Training or a 2-hour training conducted at school site.	\$100
6. Spring Youth Training/Event: Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. Program Evaluation: Administer the pre-survey to chapter youth by the third chapter meeting of the year. Administer the post-survey to chapter youth in April. A minimum of 80% of current chapter members must participate in the pre and post survey.	\$100
8. Alcohol and Other Drug Prevention Activities: Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs by June 15, 2020. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. School-based Prevention Activity #1: Conduct one (1) prevention activity by December 31, 2019 that results in contact with 50% of the school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100
10. School-based Prevention Activity #2: Conduct one (1) prevention activity by June 15, 2020 that results in contact with 50% of the school population. <i>For co-branded chapters, this activity must focus on alcohol or other drug prevention. For credit: Submit description on monthly logs and include photo.</i>	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **AWARD A CONTRACT TO MIRACLE RECREATION EQUIPMENT COMPANY, PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-17-78-0006B, FOR THE PURCHASE OF RECREATION EQUIPMENT.**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required.

The District's Purchasing Department has considered procurement methods for the purchase of recreational equipment and related items, and found that, it is in the best interest of the District to procure those items utilizing the CMAS contract number 4-17-78-0006B. This contract expires on September 30, 2022.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing recreational equipment as required throughout the district.

Funding: Funding from General Fund, not to exceed \$500,000

Recommendation: Award a contract to Miracle Recreation Equipment Company, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-17-78-0006B, for the purchase of recreation equipment.

RC:MM

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTIVE STEPS FOR BEHAVIOR AND MENTAL HEALTH SERVICES EFFECTIVE OCTOBER 7, 2019 THROUGH JUNE 30, 2020**

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs.

Rationale: Current rates are as follows:

1:1 Behavior Technician	\$ 51/hour
Clinical Supervision – Master Level	\$ 80/hour
Clinical Supervision – BCBA	\$100/hour
Functional Behavior Assessment – Master Level	\$ 80/hour
Functional Behavior Assessment – BCBA	\$ 98/hour
Group Training	\$ 98/hour

Funding: Total cost of this contract is to be in the amount of the Individual Contractor Agreement, not to exceed \$30,000, and is to be paid from the Special Education General Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective October 7, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **ACTIVE STEPS**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide Behavior and Mental Health Services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **October 7, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty Thousand dollars (\$30,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

District shall pay Contractor according to the following terms and conditions:

1:1 Behavior Technician	\$51/hour
Clinical Supervision – Master Level	\$80/hour
Clinical Supervision – BCBA	\$100/hour
Functional Behavior Assessment – Master Level	\$80/hour
Functional Behavior Assessment – BCBA	\$98/hour
Group Training	\$98/hour

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal,

State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A**.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this

Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District’s officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District’s property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor’s activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor’s ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor’s sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor’s fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable)	\$1,000,000

to the Comprehensive Form)

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Active Steps
Address on File

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 13TH DAY OF NOVEMBER 2019.

FULLERTON SCHOOL DISTRICT

ACTIVE STEPS

By:

By:

Robert Pletka, Ed.D.
Superintendent

Thomas McCool
Owner/Director

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND BRETT DINOVI & ASSOCIATES, LLC EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for this nonpublic agency is as follows:

Brett Dinovi & Associates, LLC:	
Behavior Intervention Implementation	\$ 50/per hour
Behavior Intervention Design	\$ 115/per hour
Functional Behavior Assessment	\$1,600/each

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services.

Funding: Total cost of this contract is to be in the amount of the Individualized Service Contract and is to be paid from the Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contract between Fullerton School District and Brett Dinovi & Associates, LLC effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

AGENCY

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

BRETT DINOVI & ASSOCIATES, LLC

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
BRETT DINOVI & ASSOCIATES, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **13TH DAY OF NOVEMBER**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **BRETT DINOVI & ASSOCIATES, LLC** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 13th, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or

adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
 - \$5,000 medical expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

- \$1,000,000 per occurrence or, if claims-made, per claim
 - \$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers,

agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, age, , disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award

a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which

employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided

in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a

minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a **nonpublic school**, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being

employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 13th day of November 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
BRETT DINOVI & ASSOCIATES, LLC

Nonpublic School/Agency

LEA,
FULLERTON SCHOOL DISTRICT

By: _____
Signature Date

ISAAC L. BERMUDEZ, BCBA
VICE PRESIDENT

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: ISAAC L. BERMUDEZ, BCBA, VICE PRESIDENT
NPS: BRETT DINOVI & ASSOCIATES, LLC
Address: 23046 AVENIDA DE LA CARLOTA #600, LAGUNA HILLS CA 92653
Phone: 949-543-6950, 888-403-6922 fax
Email: isaac@brettdassociates.com

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: BRETT DINOVI & ASSOCIATES, LLC

CONTRACTOR NUMBER: 9902117

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction \$ Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

- | | | |
|---|----------|----------|
| 1. Behavior Intervention Implementation | \$ 50 | Per hour |
| 2. Behavior Intervention Design | \$ 115 | Per hour |
| 3. Functional Behavior Assessment | \$ 1,600 | Each |

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DANITA ESHMAN FOR OCCUPATIONAL THERAPY SERVICES EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs.

Rationale: Current rates are as follows:
Certified Occupational Therapy Assistant \$ 50/per hour

Funding: Total cost of this contract is to be in the amount of the Individual Contractor Agreement, not to exceed \$30,000, and is to be paid from the Special Education General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Danita Eshman for occupational therapy services effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **DANITA ESHMAN**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide Occupational Therapy services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **November 13, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty Thousand dollars (\$30,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

District shall pay Contractor according to the following terms and conditions:

COTA – Certified Occupational Therapy Assistant \$50/hour

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District’s officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District’s property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor’s activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor’s ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor’s sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor’s fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Danita Eshman
Address on File

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 13TH DAY OF NOVEMBER 2019.

FULLERTON SCHOOL DISTRICT

DANITA ESHMAN

By:

By:

Robert Pletka, Ed.D.
Superintendent

Owner/Director

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Kelly Castillo, Ed.D., Principal, Pacific Drive School

SUBJECT: **APPROVE OC HEALTHY SCHOOLS INITIATIVE GRANT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY DEPARTMENT OF EDUCATION AND ORANGE COUNTY UNITED WAY FROM NOVEMBER 13, 2019 THROUGH AUGUST 31, 2020**

Background: For the past 12 years, Orange County Department of Education (OCDE) has partnered with Fullerton School District (FSD) to provide nutrition education, physical fitness resources, as well as health and wellness support across the District. OCDE is committed to working with its funders to support Title 1 schools in the implementation of the Fullerton School District Wellness Policy. OCDE has identified Pacific Drive School for this program based on recent Fitness Gram scores (a composite score derived from 5th grade physical fitness test results).

Rationale: Implementation of the OC Healthy Schools Initiative Grant will facilitate the formation of a Pacific Drive community wellness committee. Additionally, educational opportunities will be provided for students in the areas of nutrition, physical activity, and healthy beverage consumption. The program will foster parental involvement and empower parents and families to play an active role in supporting physical activity for all students. This program will also support the school in applying for a Healthier Generation National Healthy Schools Award.

Funding: Upon the execution of a final contract, FSD can provide OCDE with invoices for agreed upon expenses up to \$11,000. OCDE will reimburse FSD during the grant period of November 13, 2019 to August 31, 2020.

Recommendation: Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education and Orange County United Way from November 13, 2019 through August 31, 2020.

JL:KC:nm
Attachment

October 25, 2019

Fullerton School District



Re: Proposal *OC Healthy Schools Initiative*

Introduction:

Thank you for the opportunity to submit a proposal on behalf of the Orange County Department of Education (OCDE) Health Sciences Team, which is committed to providing quality health and nutrition education, physical education/physical activity, and wellness programming to Orange County districts and schools. OCDE has provided nutrition, physical activity, and wellness services to Fullerton School District (FSD) schools for over 12 years and is currently providing services across the district. As OCDE renews funding agreements with local partners and secures new funding from community partners, we continue to seek a partnership with FSD so that we may continue supporting safe and healthy school environments that nurture the health and academic achievement of all students.

This proposal will outline funding and services to be provided during the 2019-2020 school year. OCDE has secured St. Jude Medical Center Healthy Communities Initiative funding to continue its commitment to provide Title I FSD schools support in the implementation of the FSD Wellness Policy. Additionally, OCDE has established an agreement with Orange County United Way (OCUW) to support the implementation of a Healthy Schools Initiative that includes a monetary award for Pacific Drive Elementary School.

OCDE and OC United Way Healthy Schools Initiative Grant

- Timeline: November 13th, 2019 to August 31th, 2020
- Schools served: Pacific Drive Elementary School
- Funding: up to \$11,000
 - School selection was based on need due to the high percentage of students “at-health-risk” per the 2015-2016 Physical Fitness Test results
- Funds allocated for Pacific Drive Elementary School will be based on the School Health Index (school based needs assessment) and action plans, per available funding.

Program Description

Subject to availability and receipt of all grant-related funding over the term of the OCDE/United Way agreement, and with FSD Board approval of OCDE Services contract; OCDE will provide Pacific Drive Elementary with training, technical assistance and resources to implement the district wellness policy, provide nutrition education opportunities to students and parents, improve access to water and increase parent involvement and engagement in wellness efforts at the school site during the 2019-2020 school year.

Healthy Schools Initiative Scope of Work

OCDE's Responsibilities:

1. Assist Pacific Drive in establishing a wellness committee to implement the district wellness policy and meet federal mandate.
 - a. Support the facilitation of committee meetings
 - b. Support the completion of a school site assessment (School Health Index) and an action plan through an online portal using the Alliance for a Healthier Generation's Healthy Schools' program
 - c. Support the implementation of nutrition, health, and physical activity improvements for students and families
 - d. Support reporting to the district wellness committee
 - e. Assist Pacific Drive in working towards the Alliance for a Healthier Generation National Healthy Schools Award
2. Increase Pacific Drive parent engagement and involvement in wellness, nutrition and physical activity efforts through partnership with other community agencies.
3. Offer skill based nutrition education and physical activity opportunities for students and parents, including assemblies, taste tests, family nights, etc.
4. Promote healthy beverage consumption and support increasing access to water for students before, during and after school.
5. Provide professional development and resources for teachers to integrate nutrition education into standards.
6. Continue facilitating the Harvest of the Month program, which includes five nutrition education lessons integrated into standards.
7. Collect data to help track and evaluate process, implementation and overall effectiveness of programming.

FSD/Pacific Drive Elementary School's Responsibilities:

1. Pacific Drive Elementary will establish a wellness committee to implement the district wellness policy and meet federal mandate.
 - a. Support the facilitation of committee meetings
 - b. Support the completion of a school site assessment (School Health Index) and an action plan through an online portal using the Alliance for a Healthier Generation's Healthy Schools' program
 - c. Support the implementation of nutrition, health, and physical activity improvements for students and families
 - d. Support reporting to the district wellness committee
 - e. Work towards the Alliance for a Healthier Generation National Healthy Schools Award
2. Pacific Drive Elementary classroom teachers will offer 5 nutrition education lessons to students. *Note: teachers have been conducting the 5 lessons through the Harvest of the Month program for over 4 years, this is not new programming.*

Funding Disbursement:

Upon the execution of a final contract, FSD can provide OCDE with invoices, up to \$11,000 for agreed upon expenses. OCDE will reimburse FSD during the grant period of November 13th, 2019 to August, 31th, 2020.

Next Steps:

Upon receipt of your approval of this Proposal, a contract will be prepared and sent to you for your consideration, review and final Board approval. Thank you for your continuous partnership and your dedication to student health and wellness.

Please feel free to contact me with any questions or concerns.

Thank you,



Dareen Khatib MPH RDN MCHES
Administrator, Health and Wellness
Student Achievement and Wellness
Educational Services Division
Orange County Department of Education
Email: dkhatib@ocde.us | Phn: 714.327.1083 | Cell: 714.369.3783 | Fax: 714.966.0653

Notice of Approval – Please scan and email a signed copy of this Proposal and Approval page at your earliest convenience to:

Susan Lipscomb, Administrative Assistant
Nutrition and Wellness Services
STEM-Health Sciences, Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92828-9050
Email: slipscomb@ocde.us

I have read and approved the attached Proposal. Please prepare a contract for my review and approval.

Fullerton School District

Date

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION FOR SPECIAL EDUCATION PROGRAMS AND PROCEDURES FOR THE 2019/2020 SCHOOL YEAR**

Background: The Orange County Department of Education (OCDE) within this Memorandum of Understanding (MOU) outlines the parameters within which the school districts in the County may utilize the County special education programs and services to individuals with exceptional needs requiring intensive educational services, such as profoundly delayed students, behaviorally challenged students and hard of hearing students. The County provides programs to school districts when the District does not have an appropriate placement for the child. This MOU is effective for the period beginning July 1, 2019 and ending June 30, 2020. Program placements are jointly approved by the school district and the Orange County Department of Education. An explanation of the funding for placement and services is within the context of this MOU as well as scope of the program. Transportation of students is addressed in the context of the MOU. In addition, the Excess Cost actual credit/refund is included in the document.

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Programs for the profoundly delayed or profoundly behaviorally challenged students may be recommended for placement in a County program. A number of years ago, a regional program for the hearing impaired was terminated as a regional program based upon the District not desiring to be the regional program. As a result, OCDE took over the oral program for hearing impaired students at the elementary and junior high school level.

Funding: Funding for this program is provided through an Excess Cost determined by OCDE billed to districts monthly using the Special Education Restricted General Fund.

Recommendation: Approve/Ratify Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2019/2020 school year.

JL:RG:vm
Attachment

Memorandum of Understanding Between

The Orange County Superintendent of Schools

And

“Fullerton School District”

2019-2020

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Fullerton School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2019, and ending June 30, 2020.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2019-2020 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law.

For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2019 through June 1, 2020. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program,

whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as “enrolled” on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as “enrolled” or considered a continuing pupil for the following school year.

10. Definitions

a. “Special Education Fiscal Advisory Committee” shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. “Regional Special Education Programs” are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and

ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2019-2020 will be based on actual information for 2018-2019 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2019-2020

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE - [NAME]

BY: *Patricia M. [Signature]*
(Authorized Agent)

DATE: 8/14/19

FULLERTON SCHOOL DISTRICT
DISTRICT - [NAME]

BY: *Milda Segerman [Signature]*
(Authorized Agent)

DATE: July 30, 2019

[Signature] ROBERT PLETKA

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:
DATE: 6/3/19
LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION
BY: *[Signature]* ATTORNEY

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,877.58	170,378	176,776	161,081
Reserve for Economic Uncertainty	9791	901,036.63	904,689	904,077	945,922
Total Beginning Balance	9791	1,085,914.21	1,075,067	1,080,853	1,107,003
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,602,572.00	1,582,126	1,598,834	1,572,130
AB602 Allocation		1,602,572.00	1,582,126	1,598,834	1,572,130
Prior Year Apportionment	8319	28,677.00	-	-	-
Other State Revenue		28,677.00	-	-	-
Interagency Fees Bill Back to Districts	8677	20,306,852.45	21,717,904	19,120,735	22,742,590
Interagency Fees Special Circumstance Aids	8677	4,892,111.70	5,231,816	5,977,173	5,719,212
Interagency Fees - Contracts	8677	93,297.36	100,000	60,000	60,000
Registration & Misc. Fee	8689	475.00	-	4,000	-
Other Local Revenue/EE contract	8699	3,327.72	-	15	-
Other Revenue/Tuition	8710	3,501,323.11	3,748,839	3,914,695	3,914,695
Tuition - Prior Year	8711	-	-	-	-
Other Local Revenue		28,797,387.34	30,798,559	29,076,618	32,436,497
Contribution from Unrestricted	8980	-	-	480,444	240,221
Contribution for Indirect	8981	505,031.81	542,134	531,111	576,278
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	39,448.44	23,718	37,329	37,329
Contribution to Restricted Routine Maint.	8991	(419,318.00)	(419,318)	(412,600)	(529,968)
Contribution to Food Services	8992	(156,457.96)	(190,169)	(196,801)	(193,449)
Contribution to Special Ed	8993				
Total Contributions		410,655.29	398,316	881,434	572,362
Total Revenue		31,925,205.84	33,854,068	32,637,739	35,687,992

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
<i>2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410</i>	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	5,487,521.82	5,624,786	5,302,929	5,680,909
Pupil Support Salaries	1200	1,211,591.13	1,146,745	1,174,396	1,211,416
Supervisor/Administrators	1300	1,130,279.24	1,219,843	1,185,536	1,258,616
Other Certificated	1900	1,297,554.19	1,305,620	1,354,342	1,407,850
Total Certificated		9,126,946.38	9,296,994	9,017,203	9,558,791
Instructional Assistants	2100	7,381,348.63	7,817,713	7,751,408	8,406,711
Classified Support Salaries	2200	726,238.46	729,144	800,750	816,658
Supervisors/Managers	2300	596,453.05	534,130	625,869	629,497
Clerical/Technical	2400	752,519.58	791,165	735,213	783,970
Short term Sub	2900	1,478.68	2,494	1,300	2,300
Total Classified		9,458,038.40	9,874,646	9,914,540	10,639,136
STRS/PERS	3100-3200	2,639,754.07	2,986,198	2,984,229	3,413,409
Medicare and PARS	3300	260,879.62	282,197	289,655	301,206
Health and Welfare	3400	4,564,472.62	4,868,955	4,514,191	5,041,809
Unemployment	3500	9,131.11	9,645	9,669	10,021
Worker's Comp	3600	318,648.25	327,526	324,353	336,814
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	37,703.50	38,455	519,456	280,224
Total Benefits		7,830,589.17	8,512,976	8,641,553	9,383,483
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	580	1,030	1,530
Materials and Supplies	4300	228,098.22	1,081,473	282,242	966,632
NonCapitalized Equipment	4400	6,681.28	50,898	22,946	38,213
Total Books and Supplies		234,779.50	1,134,451	307,718	1,007,875
Travel and Conference	5200	108,043.64	119,549	103,360	106,932
Dues and Membership	5300	750.00	1,080	944	944
Utilities	5500	183,139.04	219,811	176,100	176,600
Rents/Leases/Repairs	5640	316,624.44	303,002	315,702	315,702
Repairs/Maintenance	5600	31,240.50	61,840	28,657	39,465
Transfer of Direct Costs	5700	38,337.30	43,805	44,364	44,594
Professional/Consulting Services	5800	139,226.47	318,799	171,788	203,689
Communications	5900	96,446.95	84,753	78,818	84,462
Total		913,808.34	1,152,639	919,733	972,388
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500			40,000	75,000
Total				40,000	
Support Costs	7340	2,066,704.48	2,203,820	2,158,878	2,368,952
Support Contributions	7341	505,031.81	542,134	531,111	576,278
Total Support		2,571,736.29	2,745,954	2,689,989	2,945,231
Total Expenditures		30,135,898.08	32,717,660	31,530,736	34,508,904
Restricted Fund Balance Low Incidence	9780/9740	176,775.57	154,878	161,081	145,881
Reserve for Economic Uncertainty	9780/9740	904,076.94	981,530	945,922	1,035,207
Ending Fund Balance		1,789,307.76	1,136,408	1,107,003	1,181,088
Total Bill Back		19,598,397.20	21,717,904	19,120,735	22,742,590
Average Enrollment		395.50	400	405	410
Estimated Bill Back per Pupil		49,553.47	54,295	47,183	55,470
Proposed Refund to District		1,791.29			
Actual Billing		47,762.18	54,295	47,182.57	55,469.73

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2019-20 Pupil Transportation Budget
Exhibit B

	2019-20
1. Average number of pupils transported	250
2. Maximum number of billable days	202
3. Classified Salaries	\$ 113,083
4. Employee Benefits	\$ 45,116
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,718,505
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 4,718,505
13. Direct Support costs	\$ 183,299
14. Indirect Support Costs @ 1%	\$ 1,833
15. Total Transportation Cost Allocation	\$ 4,903,637
16. State Transportation Entitlement	\$ 1,626,235
Total	\$ 1,626,235
17. Excess Transportation Cost	\$ 3,277,402
17a. *Per Pupil Excess Cost Line17/Line1	\$ 13,110
17b. *Per Day Excess Cost Line17a/Line2	64.90

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.

Budget does not include FY19-20 anticipated contract increases

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC SCHOOL MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Nonpublic schools serve those students who are unable to receive a Free and Appropriate Public Education (FAPE) within those programs offered in the District, due to the severity of the disability or the fact that the student is a danger to self and others.

The rates for this nonpublic school are as follows:

Summit View School DBA STEM3 Academy OC:

Basic Education Program/Special Education Instruction	\$ 185/per day
Counseling Individual	\$ 116/per hour
Counseling Individual	\$ 58/per half hour
Counseling Group	\$ 58/per hour
Counseling Group	\$ 35/per half hour
Language and Speech	\$ 116/per hour
Language and Speech	\$ 70/per half hour
Language and Speech Group	\$ 62/per hour
Language and Speech Group	\$ 37/per half hour
1:1 Aide	\$ 33/per hour
Adult Assistant Group	\$ 22/per hour
Occupational Therapy Individual	\$ 137/per hour
Occupational Therapy Individual	\$ 82/per half hour
Occupational Therapy Group	\$ 78/per hour
Occupational Therapy Group	\$ 47/per half four

Rationale: Nonpublic school are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of this contract is to be in the amount of the Individualized Service Contract and is to be paid from Special Education budget (#420).

Recommendation: Approve Nonpublic School Master Contract between Fullerton School District and Summit View School dba STEM3 Academy OC effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

SCHOOL

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

SUMMIT VIEW SCHOOL

DBA

STEM3 ACADEMY OC

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **13th day of November, 2019**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 13, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or

adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
 - \$5,000 medical expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 - \$3,000,000 sexual abuse or molestation per occurrence for NPS
 - \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

- \$1,000,000 per occurrence or, if claims-made, per claim
 - \$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers,

agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, age, , disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award

a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which

employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided

in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a

minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a **nonpublic school**, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being

employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 13th day of November 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
SUMMIT VIEW SCHOOL
DBA STEM3 ACADEMY OC

LEA,
FULLERTON SCHOOL DISTRICT

Nonpublic School/Agency

By: _____
Signature Date

SUSAN BERMAN
COO

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: CAROL ENNIS
NPS: SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC
Address: 13130 BURBANK BLVD, SHERMAN OAKS CA 91401
Phone: 949-835-3988
Email: cennis@thehelpgroup.com

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: SUMMIT VIEW SCHOOL DBA STEM3 ACADEMY OC

CONTRACTOR NUMBER: 30-10306-6158414

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction \$ 185 Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

1. Counseling Individual	\$ 116	Per hour
2. Counseling Individual	\$ 58	Per half hour
3. Counseling Group	\$ 58	Per hour
4. Counseling Group	\$ 35	Per half hour
5. Language and Speech	\$ 116	Per hour
6. Language and Speech	\$ 70	Per half hour
7. Language and Speech Group	\$ 62	Per hour
8. Language and Speech Group	\$ 37	Per half hour
9. 1:1 Aide	\$ 33	Per hour
10. Adult Assistant Group	\$ 22	Per hour
11. Occupational Therapy Individual	\$ 137	Per hour
12. Occupational Therapy Individual	\$ 82	Per half hour
13. Occupational Therapy Group	\$ 78	Per hour
14. Occupational Therapy Group	\$ 47	Per half hour

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTERN YOUTH SERVICES EFFECTIVE NOVEMBER 13, 2019 THROUGH JUNE 30, 2020**

Background: Nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for this nonpublic agency are as follows:

Western Youth Services:	
Counseling and Guidance	\$ 120/per hour
Parent Counseling and Training	\$ 120/per hour
Psychological Services	\$ 120/per hour
Assessment and In Home Behavioral	\$ 120/per hour

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services.

Funding: Total cost of this contract is to be in the amount of the Individualized Service Contract and is to be paid from the Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contract between Fullerton School District and Western Youth Services effective November 13, 2019 through June 30, 2020.

JL:RG:vm
Attachment

2019 - 2020

NONPUBLIC, NONSECTARIAN

AGENCY

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

WESTERN YOUTH SERVICES

**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

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2019-2020

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
WESTERN YOUTH SERVICES

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **13TH DAY OF NOVEMBER**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **WESTERN YOUTH SERVICES** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 13th, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or

adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence
\$5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence or, if claims-made, per claim
\$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers,

agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, age, , disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award

a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which

employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided

in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a

minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a **nonpublic school**, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being

employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the

CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive

payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.

- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as

result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 13th day of November 2019 and terminates at 5:00 P.M. on June 30, 2020**, unless sooner terminated as provide herein.

CONTRACTOR,
WESTERN YOUTH SERVICES

Nonpublic School/Agency

LEA,
FULLERTON SCHOOL DISTRICT

By: _____
Signature Date

LORRAYNE LEIGH BELHUMEUR, PHD
CEO

Name and Title of Authorized
Representative

By: _____
Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name: RENEE SHEFFNER
NPS: WESTERN YOUTH SERVICES
Address: 23461 SOUTH POINTE DRIVE #200, LAGUNA HILLS CA 92653
Phone: 949-900-3247, 949-900-3243 fax
Email: renee.sheffner@westernyouthservices.org

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be addressed to:

Name: ROBIN GILLIGAN, DIRECTOR OF SPECIAL EDUCATION
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: robin_gilligan@myfsd.org

Notices to LEA for matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be addressed to:

Name: KOLBE KHONG
LEA: FULLERTON SCHOOL DISTRICT
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833
Phone: 714-447-7500, 714-447-7793 fax
Email: kolbe_khong@myfsd.org

EXHIBIT A: RATES

CONTRACT YEAR: 2019-20

CONTRACTOR: WESTERN YOUTH SERVICES

CONTRACTOR NUMBER: 9900305

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction \$ Per day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

- | | | |
|---|--------|----------|
| 1. Counseling and Guidance | \$ 120 | Per hour |
| 2. Parent Counseling and Training | \$ 120 | Per hour |
| 3. Psychological Services | \$ 120 | Per hour |
| 4. Assessment and In Home Behavioral Services | \$ 120 | Per hour |

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY AGREEMENT NUMBER 48983 BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, FULLERTON SCHOOL DISTRICT, AND EARLY QUALITY SYSTEMS, LLC, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020, FOR QUALITY RATING IMPROVEMENT SYSTEM IMPLEMENTATION AND DATA MANAGEMENT FOR CALIFORNIA STATE PRESCHOOL AND TUITION-BASED PRESCHOOL PROGRAMS**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools, as well as tuition-based preschool programs at Beechwood and Sunset Lane Schools. Orange County Superintendent of Schools offers services, in accordance with California Quality Rating and Improvement System (QRIS), to enhance and improve the overall quality of the District's State Preschool Program. Agreement Number 48983, between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, awards the District a QRIS Incentive Fund amount not to exceed \$1,000 to support high quality instruction and environments in the early childhood program.

Rationale: Early Quality Systems, LLC will host, maintain, and fully secure web-based QRIS data collection and program management system known as iPinwheel. Fullerton School District will upload to the iPinwheel database information that is necessary for QRIS rating. QRIS Incentive Funds will provide materials and services that are tied to the Continuous Quality Improvement Plan (CQIP) in iPinwheel for the District's State Preschool Program.

The Agreement is available for review in the Superintendent's Office.

Funding: Fullerton School District will receive an amount not to exceed \$1,000. Funding will support State-funded preschool budget (#340).

Recommendation: Approve/Ratify Agreement Number 48983 between Orange County Superintendent of Schools, Fullerton School District, and Early Quality Systems, LLC, effective July 1, 2019 through June 30, 2020, for Quality Rating Improvement System Implementation and Data Management for California State Preschool and Tuition-Based Preschool Programs.

EF:MC:ln

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: APPROVE/RATIFY ADDENDA BETWEEN BOYS & GIRLS CLUB OF FULLERTON AND CITY OF FULLERTON FOR CONTRACT COST ADJUSTMENT FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval was granted on June 18, 2019 for the agreements with Boys & Girls Club of Fullerton and City of Fullerton. Addenda are requested for contract cost adjustments due to an increase in the After School Education and Safety Program Grant Award which increases the dollar amount per student and therefore increases the “not to exceed” amounts for these contracts.

Rationale: The Proposition 49 Grant-Funded After School Program has been a collaboration between the Fullerton School District and these community-based organizations to serve 1,300 students daily since the inception of the program.

Funding: Payment solely from Proposition 49 Grant-Funded After School Education and Safety Program.

Recommendation: Approve/Ratify Addenda between Boys & Girls Club of Fullerton and City of Fullerton for contract cost adjustment for the 2019/2020 school year.

JL:MC:ln
Attachments

ADDENDUM

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND
BOYS & GIRLS CLUB OF FULLERTON

This addendum is being submitted for contract cost adjustment due to increase in the After School Education and Safety Program Grant Award which increases the dollar amount per student and therefore increases the "not to exceed" amount. Board item originally submitted on June 18, 2019 (Item #1p).

Original "not to exceed" amount: \$160,480.80

New "not to exceed" amount: \$175,881.60

FULLERTON SCHOOL DISTRICT

Robert Pletka, Superintendent

Date

BOYS & GIRLS CLUB OF FULLERTON

Brett Ackerman, CEO

Date

Prepared by:

Marilee Cosgrove
Marilee Cosgrove

ADDENDUM

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND
CITY OF FULLERTON

This addendum is being submitted for contract cost adjustment due to increase in the After School Education and Safety Program Grant Award which increases the dollar amount per student and therefore increases the "not to exceed" amount. Board item originally submitted on June 18, 2019 (Item #1p).

Original "not to exceed" amount: \$304,137.00

New "not to exceed" amount: \$333,324.00

FULLERTON SCHOOL DISTRICT

Robert Pletka, Superintendent

Date

CITY OF FULLERTON

Signature

Date

Prepared by: Marilee Cosgrove
Marilee Cosgrove

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE AND INSTALLATION OF RUBBER PLAYGROUND SAFETY SURFACE MATERIALS LOCATED AT WOODCREST ELEMENTARY SCHOOL

Background: On April 17, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, with KYA Services, LLC, Project No. 1-1-16805C, for the purchase and installation of safety playground materials. Playground materials consist of rubber playground bounce back safety surface for the students attending Woodcrest Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$116,417.73 will be paid from the Special Reserve Fund for Capital Outlay.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of rubber playground safety surface materials located at Woodcrest Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Woodcrest Elementary School, 455 W. Baker Avenue, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 12th day of November 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, Project No. 1-1-16805C for purchase and installation of repair and safety improvement playground material consisting of rubber playground bounce back safety surface for the students attending Woodcrest Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s)
who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance & Operations

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH JOHN R. BYERLY INCORPORATED, TO CONTINUE TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING/TESTING, MATERIALS LABORATORY TESTING AND SPECIAL INSPECTIONS AS PART OF ROBERT C. FISLER – SCHOOL IMPROVEMENTS PROJECT**

Background: The District has installed a new Modular Classroom Building at Robert C. Fisler School as part of the School Improvements Project. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional geotechnical engineering/testing, materials laboratory are necessary to meet these standards.

Rationale: School construction projects are governed by the DSA. The DSA reviews and approves school construction plans for projects that are required to meet a specific criteria. The geotechnical engineering/testing firm will provide the District with the materials lab testing necessary for approvals from DSA.

District staff recommends continuing the agreement with John R. Byerly Incorporated, for geotechnical engineering/testing, materials laboratory testing and special inspections. John R. Byerly Incorporated is a full-service firm specializing in assisting school districts during the work process with materials testing services as required by the Division of the State Architect (DSA).

Funding: Cost are set at professional hourly rates as detailed in Exhibit A and will be paid from Fund 25 (Capital Facilities Fund) and District 48 (Amerige Heights). Amount not to exceed \$25,543.00.

Recommendation: Approve/Ratify agreement with John R. Byerly Incorporated, to continue to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of Robert C. Fisler – School Improvements Project.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **John R. Byerly Incorporated**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Robert C. Fidler – School Improvements Project, FSD-18-19-DF-01**, hereinafter referred to as "Services".
2. Term. Contractor shall commence providing Services under this Agreement on **September 1, 2019** and will diligently perform as required and complete performance by **June 30, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **hourly rates as set forth in Exhibit A**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A (or N/A).

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
John r. Byerly, Inc.
2257 South Lilac Avenue
Bloomington, CA 92316-2907

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF NOVEMBER 2019

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name *John R. Byerly, Inc.*

By:

John R. Byerly

John R. Byerly, President

On File _____

Taxpayer Identification Number _____



John R. Byerly
I N C O R P O R A T E D

April 29, 2019

Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

File No.: C-1012
I.D. No.: 041935

- Attention: Scott Schlabsz, Director of Facilities, Maintenance and Operations
- Project: Robert C. Fislser Elementary School, New Modular Classroom Building, 1350 Starbuck Street, Fullerton, California; DSA File No. 30-12, DSA Application No. 04-117827
- Subject: Proposal for Geotechnical Engineering, Special Inspections, and Laboratory Testing Services
- References: (a) Project Plans, Architecture 9, DSA Approved, July 18, 2018
- (b) DSA – 103, List of Required Structural Tests and Special Inspections, DSA Approved, January 31, 2019
- (c) Geotechnical Evaluation, Ninyo & Moore, October 31, 2018, Project No. 210828001

Ladies and Gentlemen:

We are pleased to present this proposal for geotechnical engineering/testing, materials laboratory testing, and special inspection services that will be needed during construction of the new modular classroom building and associated improvements at Robert C. Fislser Elementary School. We understand that the District will contract directly with an in-plant inspector for the modular building. We also understand a construction schedule is currently unavailable at this time, however, based on our review of the referenced documents and our experience with similar projects; the following tests/inspections will likely be required for this project.

Our fees are predicated on time consumption computed at the unit rates listed on the enclosed Schedule of Fees. The following table lists our estimated scope of services and fees

FEE SUMMARY:

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Grading Inspection compaction testing	40 hours	95.00*	3,800.00
Foundation soil inspection	8 hours	95.00*	760.00
Compaction tests, subgrade	8 hours	95.00*	760.00
Compaction tests, utility trench backfill	20 hours	95.00*	1,900.00
Laboratory test, maximum density, (soil)	2 tests	160.00	320.00
Laboratory test, grain size analysis, (soil)	2 tests	120.00	240.00
Laboratory test, sulfate and corrosion (soil)	1 test	125.00	125.00
Laboratory test, expansion index (soil)	1 test	150.00	150.00
Compaction tests, aggregate base	8 hours	95.00*	760.00
Laboratory test, maximum density, (base)	1 test	180.00	180.00
Laboratory test, grain size analysis, (base)	1 test	120.00	120.00
Tag, identify, and sample reinforcing steel	8 hours	75.00	600.00
Laboratory test, reinforcing steel tensile and bend tests	3 sets	88.00	264.00
Concrete mix design review	2 mixes	120.00	240.00
Concrete batch plant inspection (assumes 2 pours)	16 hours	95.00*	1,520.00
ACI technician, fabrication of concrete test cylinders, including slump/temperature testing	16 hours	95.00*	1,520.00
Pick up/deliver concrete/mortar/grout samples	20 hours	75.00	1,500.00
Compression testing of concrete test cylinders	3 sets	114.00	342.00
Masonry veneer inspection (periodic)	20 hours	95.00*	1,900.00
Compression testing of mortar/grout samples	6 sets	112.00	672.00
Veneer bond tests	8 hours	95.00*	760.00
Special inspection, post-installed anchors	8 hours	95.00*	760.00
Pull tests/torque tests of post-installed anchors	8 hours	95.00*	760.00
Shop, ultrasonic/magnetic particle tests of welds	16 hours	105.00	1,680.00
Special inspection, field welding	10 hours	95.00*	950.00
Staff engineer, (supervision/report preparation)	12 hours	120.00	1,440.00
Principal engineer, (report review/signature)	8 hours	190.00	1,520.00
Total:			\$25,543.00

* indicates prevailing wage



John R. Byerly
I N C O R P O R A T E D

SCHEDULE OF FEES

AUGUST 1, 2018

PREVAILING WAGE



John R. Byerly

I N C O R P O R A T E D

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SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

(Prevailing Wage Rate – where applies)
August 1, 2018

PROFESSIONAL PERSONNEL

Principal Engineer	Per Hr.	\$ 190.00
Project Engineer	Per Hr.	150.00
Staff Engineer.....	Per Hr.	120.00
Expert Witness Preparation	Per Hr.	190.00
Expert Witness Testimony (at trial or deposition).....	Per Hr.	300.00

FIELD PERSONNEL

Field Technician (including density testing).....	Per Hr.	95.00
Supervising Field Technician.....	Per Hr.	115.00
Staff Engineer.....	Per Hr.	120.00
Field Exploration Equipment.....	Local Prevailing Rate + 20%	
Subsistence	Quotation	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 75.00
Supervising Laboratory Technician	Per Hr.	90.00
Atterberg Limits		
Liquid Limit	Each	80.00
Plastic Limit	Each	90.00
Shrinkage Limit.....	Each	100.00
Plasticity Index.....	Each	170.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination).....		
	Each	450.00

Geotechnical Laboratory Testing (continued)

Consolidation Testing (without time rate)	Each	\$ 200.00
Add one time rate	Each	90.00
Corrosion Tests		
pH	Each	25.00
Minimum Resistivity	Each	30.00
Sulfate	Each	25.00
Chloride	Each	25.00
Redox Potential	Each	25.00
Sulfide	Each	25.00
Corrosion Series	Each	125.00
Direct Shear Tests (3-point)	Each	225.00
Direct Shear Tests - Residual (per point)	Point	140.00
Expansion Index	Each	150.00
Expansion Study (3 points remolded) (maximum density not included)	Each	340.00
Grain Size Analysis (Gradation)		
Sieve Analysis (including wash passing No. 200 sieve)	Each	120.00
Sieve Analysis Plus Hydrometer	Each	250.00
% Passing No. 200 Sieve	Each	50.00
Optimum Moisture and Maximum Dry Density		
Lab Max – (4-inch mold)	Each	160.00
Lab Max – (6-inch mold)	Each	180.00
Lab Max – California 216 Method	Each	180.00
Organic Content	Each	55.00
Moisture Content	Each	30.00
Moisture/Density Determination – Tube Sample	Each	45.00
“R” Value		
Untreated Material	Each	275.00
Lime or Cement Treated Material	Each	300.00
Sand Equivalent (average of 4)	Each	105.00

SPECIAL INSPECTION SERVICES

INSPECTION FEES

Aggregate, Plant Sampling	Hour	\$ 95.00
Asphalt, Paving	Hour	95.00
Asphalt, Batch Plant	Hour	95.00
Commercial Building Inspection (Wood Framing, ICC)	Hour	95.00
Concrete, Batch Plant.....	Hour	95.00
Concrete, Placing	Hour	95.00
Concrete, Placing Pre-Stress	Hour	95.00
Concrete, Pre and Post-Tensioning	Hour	95.00
Drilled Piers or Piles	Hour	95.00
Driven Piles	Hour	95.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC)	Hour	95.00
Fireproofing Inspection	Hour	95.00
Ground Rod	Hour	110.00
Gunite, Placing	Hour	95.00
Hi-Tensile Bolting	Hour	95.00
Magnetic Particle Testing	Hour	120.00
Masonry Placing Inspection.....	Hour	95.00
Pachometer Meter Reinforcing Steel Locator	Hour	115.00
Pull Tests of Anchor Bolts/Dowels	Hour	95.00
Reinforcing Steel, Placing	Hour	95.00
Schmidt Concrete Hammer.....	Hour	100.00
Shop Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC).....	Hour	95.00
Skidmore Testing	Hour	150.00
Special Inspector	Hour	95.00
Torque Testing of High Strength Bolts	Hour	95.00
Ultrasonic Testing.....	Hour	120.00
Witness Installation of High Strength Bolts	Hour	95.00

MATERIALS TESTING SERVICES

AGGREGATE TEST

Absorption	Each	\$ 40.00
Clay Lumps and Friable Particles.....	Each	75.00
Cleanness Value (Fine or Coarse)	Each	125.00
Decantation (No. 200)	Each	35.00
Deleterious Substances Determination	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis)	Each	130.00
Flat and Elongated Pieces (Per Size Fraction).....	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles.....	Each	135.00

Aggregate Test (continued)

Los Angeles Rattler	Each	\$ 230.00
Moisture	Each	30.00
Organic Impurities	Each	55.00
Percent Clay in Sands by Hydrometer	Each	180.00
Percent Passing No. 200 Sieve	Each	50.00
Percent Shale	Each	95.00
Permeability of Granular Soil (ASTM D 2434)	Each	225.00
Potential Reactivity (Chemical Method)	Each	Quotation
Sand Equivalent	Each	105.00
Sieve Analysis (Fine or Coarse - Processed)	Each	75.00
Sieve Analysis (Pit Run)	Each	120.00
Soft Particles	Each	95.00
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00
Specific Gravity (Fine or Coarse)	Each	75.00
Voids	Each	65.00
Weight Per Cubic Foot	Each	75.00
Deposit Evaluation	Each	Quotation

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Coring with Diamond Bit (Includes Bit Charge)	Hour	150.00
(Contractor to provide access)		
Density of Cores	Each	45.00
Film Stripping	Each	80.00
Los Angeles Rattler	Each	230.00
Laboratory Standard Density (Marshall)	Each	165.00
Laboratory Standard Density (Hveem)	Each	165.00
Moisture Vapor Susceptibility	Quotation
Mix Design	Each	135.00
Mix Design Studies (Marshall or Hveem)	Each	450.00
Pavement Evaluation	Quotation
Plant Sample - % Asphalt, Ignition Oven	Each	135.00
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00
Ignition Oven Aggregate Correction	Each	180.00
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	325.00
Stability Test - "S" Value (Hveem Method)	Each	235.00
Stability Test (Marshall Method - Set of 3)	Each	235.00
Theoretical Maximum Specific Gravity (Rice)	Each	105.00
Thickness of Pavement	Each	15.00

CONCRETE

Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 30.00
Coring (Includes Bit Charge)	Hour	150.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	80.00
Field Technician	Hour	95.00
Molding Cylinders and Beams	Hour	95.00
Pachometer Reinforcing Steel Locator.....	Hour	115.00
Pick up Cylinders	Hour	75.00
Pre-Stress and Post-Tensioning Inspection	Hour	95.00
Schmidt (Rebound) Hammer	Hour	100.00
Compression Test – 6"x12" Cylinders	Each	25.00
Hold Cylinders (Not Tested)	Each	14.00
Cylinder Molds – 6"x12" with Lids.....	Each	5.00*
Compression Test – Concrete or Shotcrete Cores		
8" Maximum Diameter	Each	25.00
Compression Test – Shotcrete - 6"x12" Cylinders	Each	40.00
Compression Test – Gypsum Cylinders	Each	25.00
Coring Shotcrete Test Panels	Each	15.00
Gypsum Cylinders – Dried to Constant Weight.....	Each	22.00
Mix Designs		
First Design (Exclusive of Aggregate Tests).....	Each	120.00
Additional Design (Same Report).....	Each	90.00
Review of Mix Design	Each	120.00
Modulus of Elasticity – 6"x12" Cylinders.....	Each	125.00
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00
Moisture Vapor Kit	Each	25.00
Saw-Cutting Samples for Testing (If Required).....	Each	10.00
Shrinkage Test (Set of 3)	Each	450.00
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00
Splitting Tensile Test	Each	50.00
Trial Batch in Laboratory		
(Including Air Content, Unit Weight Water Demand,		
Slump and Strength Determinations		
(1 at 7 days and 2 at 28 days)	Each	450.00
Unit Weight of Cylinders.....	Each	25.00

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00
Cohesion/Adhesion	Each	45.00
Density.....	Each	40.00
Dry Film Fireproofing Testing	Hour	140.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

Coring (Includes Bit Charge)	Hour	\$ 150.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	80.00
In-Place Shear Testing	Hour	95.00
Molding Grout and Mortar.....	Hour	95.00
Sample Masonry Units	Hour	70.00
CMU, Compression	Each	45.00
CMU, 24-Hour Absorption	Each	40.00
CMU, Moisture Content.....	Each	40.00
CMU, Density (Unit Weight)	Each	30.00
CMU, Lineal Shrinkage (Rapid Method).....	Each	90.00
CMU, Dimensions	Each	20.00
CMU, C140 Complete Testing	Each	650.00
Brick, Compression	Each	35.00
Brick, 24-Hour Absorption	Each	40.00
Brick, 5-Hour Absorption	Each	40.00
Brick, Modulus of Rupture	Each	35.00
Grouted Masonry Prism Compression	Each	175.00
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	350.00
Mortar and Grout Specimens, Compression	Each	28.00
Masonry Cores, Compression 8" Maximum Diameter	Each	47.00
Masonry Cores, Shear 8" Maximum Diameter	Each	67.00
Tensile Test – CMA Method.....	Each	160.00
Saw-Cutting Samples for Testing (If Required).....	Each	10.00
Unit Weight of Units.....	Each	25.00
Mortar Cement Permeable Voids (ASTM C642).....	Each	75.00

REINFORCING AND STRUCTURAL STEEL

Bolt – Hardness Only.....	Each	\$ 40.00
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	100.00
Magnetic Particle Testing	Hour	120.00
Nut – Hardness (Proof Load Under 100,000 lbf).....	Each	45.00
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf).....	Each	55.00

Reinforcing and Structural Steel (continued)

Tension and Elongation (Reinforcing Steel)		
No. 11 or Smaller	Each	50.00
No. 14	Each	120.00
No. 18 (Proof Test).....	Each	120.00
Ultrasonic Testing.....	Hour	\$ 120.00
Washer - Hardness	Each	35.00
Welder's Qualification Test – AWS and ASME Procedures		Quotation
Bend Test (Reinforcing Steel)	Each	38.00
Welded Wire Mesh Bend Test	Each	35.00
Welded Wire Mesh Shear Test	Each	40.00
Tension (Structural Steel).....	Each	46.00
Bend Test (Structural Steel).....	Each	46.00
Torque Testing of High Strength Bolts	Hour	95.00
Tag, Identify, and Sample Rebar or Structural Steel.....	Hour	75.00
Machining Coupons for Test (Tensile or Bend).....		Quotation

ROOF TILE

Sample Roof Tile.....	Hour	\$ 75.00
Strength.....	Each	50.00
Absorption	Each	50.00
Permeability.....	Each	70.00

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00
Additional Technician	Hour	68.00

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00
Expert Witness Preparation	Hour	190.00
Modular Construction, Inspection and Certification	Hour	95.00
Roof Tests and Inspection.....	Hour	95.00
Structural Failure Investigation		Quotation
Verification of Fabricator's Quality Control Capabilities.....		Quotation
Welder Qualification Test		Quotation
Glue Laminated Structural Lumber	Local Prevailing Rate + 20%	

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONDITIONS AND WORKING HOURS

<u>Minimum Charges</u>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time
<u>Travel Time</u>	Travel time will be charged from Bloomington to site of work and return.
<u>Regular Time</u>	First 8 hours, Monday through Friday.
<u>Time and One-Half</u>	First 12 hours on Saturday Monday through Friday after first 8 hours through 12 hours of shift.
<u>Double Time</u>	All day Sunday and after first 12 hours Monday through Saturday. Holidays: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day.
<u>Parking</u>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<u>Agency Approval of Special Inspectors</u>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<u>Subsistence</u>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<u>Completion</u>	Inspector will remain on job until discharged by competent authority.
<u>Cancellation</u>	No charge if made before 4:00 p.m. of the preceding day. If cancellation is received after 4:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<u>Terms of Payment</u>	Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D. All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Anthony Abney, Principal, Maple School

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR COTSEN MENTOR TO ATTEND THE TEACHERS COLLEGE READING INSTITUTE, COLUMBIA UNIVERSITY, NEW YORK, JANUARY 26-29, 2020**

Background: Maple School has made significant investments this year to increase high-quality Tier 1 and Tier 2 instruction in reading and writing through our new Balanced Literacy program. Reading Workshop implementation is the cornerstone of our plan to personalize reading instruction and build a love of reading in all of our students. Reading Workshop focuses on the goal of building lifelong readers. The principal has also taken all staff through Reading Workshop teaching reflection cycles, in which the principal observes, provides feedback, and reflects on the lesson with the teacher. Maple has also invested significantly to create robust leveled libraries in each classroom to augment Reading Workshop.

Rationale: By sending the Cotsen Mentor to advanced training at Columbia's Coaching Institute in Reading, Maple will be not only be able to provide teachers with more effective demonstration lessons and more effective reflection sessions, we will also be able to provide more powerfully differentiated instruction for teachers at various skill levels. The ultimate benefit of advancing the instructional leader's capacity in coaching teachers is more effective classroom instruction and higher student achievement.

Funding: Cost is not to exceed \$2,000 to be paid from site funds and Cotsen budget funds.

Recommendation: Approve out-of-state conference attendance for Cotsen Mentor to attend the Teachers College Reading Institute, Columbia University, New York, January 26-29, 2020.

JL:AA:nm

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B010 THROUGH 19/20-B011 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B010 through 19/20-B011 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NANCY WIKES FOR SERVICES AS A NUTRITION SPECIALIST FROM NOVEMBER 1, 2019, THROUGH DECEMBER 31, 2019**

Background: Nutrition Services needs to improve the image of school food and modes of communication, and needs to complete projects that move us to better serve our students, parents, community and the district. The time commitment and expertise for these services are beyond the capacity of the current District employees. Therefore, it is recommended the District contract with Nancy Wikes to provide these services.

Rationale: When District employees are unable to provide necessary services, the District enters into an independent contractor agreement with individuals who will provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services.

Funding: The amount totaling \$13,200.00 is from Nutrition Services Funds. Services will be on an hourly basis. Hours and/or projects will be approved in advance by the Director of Nutrition Services. The cost is an hourly rate of \$44 per hour, not to exceed \$13,200.00.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District Nutrition Services and Nancy Wikes for services as Nutrition Specialist from November 1, 2019, through December 31, 2019.

RC:MB:tg
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Nancy Wikes, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **services as the Nutrition Services consultant for marketing, promotion, and nutrition specialist**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 1, 2019**, and will diligently perform as required and complete performance by **December 31, 2019**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirteen Thousand, Two hundred dollars (\$13,200), at an hourly rate of \$44**. District shall pay Contractor according to the following terms and conditions:
Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **Air Travel, Mileage, Accommodations, and Meals**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full

responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: District staff, paper, printing, supplies, computer while at District locations, and other necessary items to complete projects assigned by the Director of Nutrition Services.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$100,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of N/A per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: N/A per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

Contractor:
Nancy Wikes

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 12th day of November 2019.

FULLERTON SCHOOL DISTRICT

Nancy Wikes
(Contractor Name)

By: _____
(Signature)

By: Nancy Wikes
(Signature)

Robert Coghlan, Ed.D.
Assistant Superintendent of Business Services

Nancy Wikes, RD
Nutrition Services Consultant

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE SUPER CO-OP ANNUAL RENEWAL OF SERVICES FOR THE 2020/2021 SCHOOL YEAR

Background: San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division. Through a written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for the 2020/2021 school year. Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.

Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020. Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1. State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors. All fees are subject to change, as approved by the Super Co-Op Governing Council. Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice. Member District agrees to abide by the current Super Co-Op fees Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

This Super Co-Op Renewal of Services is for a one-year term of July 1, 2020 through June 30, 2021. The contract must be returned to the Lead Agency by December 1, 2019 in order for the district to be included in the Super Co-Op for 2020-2021.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to renew services using the Super Co-Op Renewal of Services for the 2020/2021 school year.

Funding: Nutrition Services Funds.

Recommendation: Approve Super Co-Op Annual Renewal of Services for the 2020/2021 school year.

RC:MB:tg
Attachment

**SY2020-21 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative**



Member District: Fullerton School District

Please check (✓) your response:

<input checked="" type="checkbox"/>	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
<input type="checkbox"/>	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2020-21 Fees:
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees are subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Michael Burns
Title	Director of Nutrition Services
Telephone	714-447-7435
Email	michael-burns@myfisd.org

Accounts Payable Contact	
Name	Anna Fantin
Title	Account Clerk 3
Telephone	714-447-7435
Email	

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on _____, 20__.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2019 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support

PREPARED BY: Jeremy Davis, Director of Innovation and Instructional Support

SUBJECT: APPROVE FACILITY USE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY CONFERENCE CENTER, CSUF FOR 2019/2020 SCHOOL YEAR

Background: As part of FSD Fest, Robot Nation was hosted at the Anaheim Hilton last year. Because of the large number of people at the event, there were some issues with parking and crowds. The event drew over 3000 participants across the two days for the event which also included Passion Agents, E-Sports, a film festival, Take Flight, Spotlight Speakers, the Innovation Experience, and a photo/art contest.

Rationale: The event will now be split into two separate Saturdays. In order to accommodate approximately 2000 attendees, Robot Nation will be hosted in the CSUF Basketball gym, which is represented by this contract. The rest of FSD Fest will be hosted on a single Saturday at the CSUF Student Union on February 1, 2020 (Board Agenda Item 1gg, June 4, 2019). We have walked the site and it will work very well for Robot Nation. This facility includes free parking with a 3000 spot parking garage located next to the facility. This will ease parking concerns, as well as ease traffic concerns as we will be away from the Disneyland area and the Convention Center. Bussing for our students will be more efficient, and the cost to rent this facility is significantly less than the Hilton. Catering will be planned closer to the event and will be included on a separate board item.

Funding: Total cost for facility rental is not to exceed \$15,000 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Facility Use Agreement between Fullerton School District and University Conference Center, CSUF for the 2019/2020 school year.

JD:rw
Attachment



CALIFORNIA STATE UNIVERSITY
FULLERTON

**LICENSE AGREEMENT
FOR USE OF CSUF FACILITIES**

No. SC19-05

This License Agreement, including all Riders and any other attachments which are incorporated hereto and when bearing a signature by an authorized Events & Facilities Use representative, constitutes an offer ("OFFER") by the Trustees of the California State University ("TRUSTEES") through the President of California State University, Fullerton or designee ("CSUF") to the person or legal entity identified below ("LICENSEE") for the use of real property owned and/or controlled by CSUF (herein referred to as "PROPERTY") for the purpose(s) specified below ("Description of Use"), on those dates and during those times specified herein ("herein referred to as "TERM"), in exchange for the fees summarized below which are detailed in Rider C ("FEES"). Permissible use of CSUF property as defined herein shall be referred to as "USE."

This OFFER shall become a valid license ("License") upon: a) receipt by CSUF of this document bearing LICENSEE's authorized signature and date; and b) entry of a final signature by an authorized representative of CSUF.

LICENSEE acknowledges that License is non-exclusive and subject to all terms, conditions, requirements, and provisions contained herein.

CSUF and LICENSEE shall be collectively referred to herein as "the Parties."

Rider A CSUF License General Provisions, consisting of four (4) pages

Rider B (MIN & ROL) CSUF License Certification, Form, and Documentation Requirements, consisting of two (2) pages

Rider C CSUF License Details, Dates, Times, and FEES, consisting of one (1) page

Please indicate if your firm is tax-exempt as stated under section 501(c)(3) of the Internal Revenue Code: Y N

Event Name: FSD Robot Nation

Description of Use: Robotics Competition

Primary LICENSEE Event Contact Information (include Name, Cell Phone, and Email)

Jeremy Davis, 714-447-7478, jeremy_davis@myfsd.org

Alternate LICENSEE Event Contact Information (include Name, Cell Phone, and Email):

Total FEES (from Rider C): \$14,150.93

CSUF Events & Facilities Use Office Contact	LICENSEE
California State University, Fullerton	LICENSEE Name (Legal Entity, must match all documentation) Fullerton School District
Signature verification of License details, fees, and receipt of required documentation	LICENSEE Authorized Signature
Printed Name and Title of Person Signing Rick Nelson, Events & Facilities Use Program Administrator	Printed Name and Title of Authorized Signatory Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support
Contact Address, Telephone, and Email Address 800 N. State College Blvd., Fullerton, CA 92831 (657)278-8357, Email: rnelson@fullerton.edu	LICENSEE Address, Telephone, and Email Address 1401 W. Valencia Drive, Fullerton, CA 92833 714-447-7478, jeremy_davis@myfsd.org
Amount added during USE (if any)	With my signature below, I hereby certify that I have examined this License Agreement, find it to be in accordance with CSUF requirements, and authorize its execution on behalf of California State University, Fullerton.
Revised Total Amount Due	
	Contracts and Procurement Authorized Representative Signature _____ Date _____
	Printed Name, Title, and Email Address Sergio Rodriguez, Associate Director, Contracts & Procurement, serodriguez@fullerton.edu

RIDER A
CSUF LICENSE (NO. SC19-05)
GENERAL PROVISIONS

This Rider contains the General Provisions which govern USE by LICENSEE as authorized under this License. In the event that any document incorporated into this License contains any other provision which specifically adds to, excludes, conflicts with, or overrides any General Provision(s) contained herein (referred to herein as "Special Provision"), the Special Provision(s) shall then supersede the identified General Provision(s) in case of conflict. In addition, this License may be amended via a duly signed amendment and/or cancelled in accordance with the provision(s) contained herein.

1. LICENSEE agrees that USE shall be only for the purpose(s) authorized in this License and to supply, upon request from CSUF, any and all information deemed by CSUF to be relevant to USE by LICENSEE.
2. LICENSEE acknowledges no estate in real property is conveyed by this License and that this License represents a possessory interest only. The Orange County Assessor may value the possessory interest created by this License, and under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. In the event of a tax levy, LICENSEE accepts its obligation to pay such property interest tax and acknowledges that its failure to do so may be considered a material breach of this License. Furthermore, the Parties mutually understand and agree that this License is not assignable by LICENSEE, either in whole or in part, nor shall LICENSEE attempt to sublicense or rent any part of PROPERTY.
3. Neither LICENSEE nor its officers, employees, agents, volunteers, or representatives (collectively referred to herein as "PARTICIPANTS"), shall act for, nor shall any of these be considered an employee, agent or representative of, TRUSTEES or CSUF for any purpose whatsoever. Nothing herein shall be construed to create an agency or legal relationship between the Parties other than that of independent contractors. No other arrangement is intended or created by this License.
4. LICENSEE agrees to pay to CSUF all FEES contained in this License in accordance with the payment schedule and payment terms contained in Rider C. If additional requests of any kind pertaining to USE are made by LICENSEE or LICENSEE's representative to CSUF subsequent to the issuance of this License, CSUF may elect, but is not obligated to fulfill such additional request(s). If CSUF identifies a reasonable need to secure additional resources of any kind in order to safely and/or successfully support USE (e.g. security personnel), CSUF shall either require that LICENSEE secure such resources at LICENSEE's sole expense, or, in the event that LICENSEE does not or cannot secure such resources, CSUF shall provide such resources and promptly notify LICENSEE of the resulting FEES. LICENSEE agrees to remit payment to CSUF immediately upon receipt of notification of any additional FEES due (e.g. invoice) for those additional resources provided by CSUF whether or not a License amendment has been authorized and regardless of approval in advance by LICENSEE.
5. LICENSEE shall ensure that all PARTICIPANTS and attendees are notified of campus parking requirements, applicable parking fees, and available parking lots prior to the first date of USE. CSUF may charge parking fees related to USE, in addition to those which are included in FEES in Rider C.
6. LICENSEE shall not knowingly violate nor suffer to be violated any Federal or State law, local ordinance, or rule or policy of TRUSTEES or CSUF. LICENSEE also has the sole responsibility to secure all applicable permits and clearances.
7. LICENSEE covenants that during the TERM of this License, LICENSEE shall not deny the License's benefits to any person on the basis of age, disability (physical or mental), gender (or sex), gender identity (including transgender), gender expression, genetic information, marital status, medical condition, nationality, race or ethnicity (including color or ancestry), religion (or religious creed), sexual orientation, sex stereotype, or

veteran or military status, nor shall LICENSEE discriminate unlawfully against any employee or applicant for employment because of age, disability (physical or mental), gender (or sex), gender identity (including transgender), gender expression, genetic information, marital status, medical condition, nationality, race or ethnicity (including color or ancestry), religion (or religious creed), sexual orientation, sex stereotype, or veteran or military status. LICENSEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination (reference Government Code Section 12900 et seq.)

8. LICENSEE agrees to maintain order and provide protection for persons and property related to USE, to not permit a breach of peace or any act which might endanger life, limb, health, or property, and, upon determination of necessity by CSUF at any time, to provide or increase the number of police/security personnel, at the sole expense of LICENSEE. All activity under this License must comply with the environmental impact report (EIR), when applicable, for the sports facilities, which governs such things as sound level of activities at specified hours (normal sporting events are well within the guidelines of the EIR). Accordingly, all pre/post-game and half-time activities must have prior written approval by an authorized CSUF representative.
9. LICENSEE shall conform to any specific safety requirements contained in this License, including all attached Riders, or as required by law or regulation. LICENSEE shall also take any additional precautions as CSUF may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for immediate termination of this License.
10. LICENSEE agrees to organize its USE as to cause as little disruption as possible to other uses of adjacent areas and to not interfere in any way with the regular operations of CSUF.
11. LICENSEE agrees that all PARTICIPANTS, as well as all media representatives associated with USE, are under the direct and complete supervision and control of LICENSEE. As such, LICENSEE accepts liability for all damages resulting from PARTICIPANT and media representative utilization of PROPERTY.
12. CSUF reserves the right to eject or cause to be ejected any objectionable person or persons. Neither CSUF nor its officers, employees, agents, volunteers, or representatives shall be liable to LICENSEE or PARTICIPANTS for any consequent damages.
13. Unless permitted in a Rider incorporated hereto, LICENSEE shall have no rights to radio broadcasting, online streaming, live television, transcriptions, or recording rights pertaining to USE. In the event that LICENSEE is granted rights by CSUF to any of these under this License, LICENSEE shall be responsible for all negotiations, permits, and payments related thereto.
14. Unless permitted in a Rider incorporated hereto, no advertising or statements of LICENSEE nor its employees, officers, agents, volunteers, or representatives shall suggest sponsorship or endorsement by CSUF or any of its divisions, and LICENSEE shall clearly indicate its sponsorship of the events and activities resulting from USE.
 - A. LICENSEE shall ensure that all media announcements, interviews, etc., acknowledge USE, which shall be identified as either "California State University, Fullerton" or "Cal State Fullerton." CSUF reserves the right to review in advance and approve or reject all media materials.
 - B. LICENSEE shall include in its location credits "California State University, Fullerton" but no additional or special credits are needed in this regard.
15. Unless permitted in a Rider incorporated hereto, LICENSEE shall not be permitted to either generate revenues or permit others to generate revenues from the sale of concessions under this License. Concessions include food, beverages, novelties, and/or any other products.
16. CSUF agrees to furnish all necessary utilities pertaining to USE. Proximate restroom facilities shall also be made available wherever feasible.

- A. CSUF shall only provide lighting for outdoor USE when an attached Rider indicates USE is authorized "with lights" (subject to the exceptions noted herein) and LICENSEE shall be responsible for payment of such lighting whether or not it is used.
 - B. With the exception of lighting specifically noted in an attached Rider, CSUF may in its sole discretion determine that supplying one or more utilities is unnecessary at any time during USE.
 - C. When any utility, or multiple utilities, cannot be supplied due to causes beyond the control of CSUF, CSUF shall not be responsible for their provision or their effect on USE.
17. CSUF agrees to furnish basic janitorial and grounds services required for USE at no cost. CSUF, at its sole discretion and regardless of inclusion or exclusion in this License, reserves the right to charge LICENSEE for additional janitorial or grounds services when USE results in damages exceeding normal wear and tear of PROPERTY.
18. LICENSEE agrees to not make any alterations to PROPERTY or place or attach any fixtures, signs, or equipment in, about, or upon the PROPERTY except those described and permitted in an attached Rider.
- A. Any fixtures, signs, and/or equipment provided by LICENSEE shall remain the property of LICENSEE and shall be removed from PROPERTY by LICENSEE upon the expiration of this License. LICENSEE may be required by CSUF, upon expiration of this License, or renewal thereof, to restore PROPERTY to the same condition as that existing at the time of entering this License, reasonable wear and tear and damages by the elements or by circumstances over which LICENSEE had no control excepted.
 - B. LICENSEE shall not place or display any banners, flags, or signage on PROPERTY, except as authorized in an attached Rider.
 - C. LICENSEE shall exercise care in using PROPERTY, comply with guidelines to reduce excessive wear and tear, prevent damage, and keep the PROPERTY in a clean and orderly condition, and shall not use tape (other than drafting tape), tacks, or nails on the walls or doors of PROPERTY.
 - D. CSUF-owned furniture or apparatus may not be removed or displaced by LICENSEE or any agent, employee, or invitee of LICENSEE without prior written permission of CSUF contained in an attached Rider. LICENSEE shall cause any furniture or apparatus displaced, damaged, or lost to be replaced or repaired, as appropriate, to the satisfaction of CSUF immediately upon notification that USE by LICENSEE resulted in such displacement, damage, or loss.
19. Prior to beginning of and immediately following USE, LICENSEE or its designee may request to make an inspection of the PROPERTY covered by this License with an authorized representative of CSUF in order to confirm PROPERTY conditions. A written report of each of these inspections, if performed, shall be used as the official reference for any damages/repairs that may be billed after USE.
20. The right of LICENSEE to use PROPERTY under this License shall cease upon written notice by CSUF to LICENSEE that the PROPERTY approved for USE herein is needed for the exclusive use of CSUF in order to meet unanticipated administrative demands or to fulfill its educational objectives. In the event of such written notice, LICENSEE shall be refunded only those FEES which pertain to the USE directly affected by said written notice.
21. CSUF reserves the right to postpone or cancel any scheduled USE by LICENSEE if, at the sole discretion of CSUF, weather conditions, field conditions, or other unforeseen circumstances or occurrences, including but not limited to fire, casualty, strikes, labor disputes, war, acts of God, or other events of force majeure, render fulfillment of this License difficult or impossible to perform, either whole or in part ("FORCE MAJEURE"). In the event of FORCE MAJEURE, LICENSEE shall be refunded only those FEES which pertain to the USE directly affected by the FORCE MAJEURE.
22. This License may be terminated by one of the following methods: (a) by mutual consent in writing, (b) upon determination by CSUF of a material misrepresentation by LICENSEE, (c) due to failure of LICENSEE to perform promptly any act required by this License, or (d) by either Party for any reason upon at least ninety (90) days' written notice to the other Party. CSUF has final authority over USE.

- A. If LICENSEE terminates this License no less than ninety (90) calendar days prior to the start of the TERM (aka first date of USE), all deposits received by CSUF will be refunded less a \$1,000 liquidated damages fee. In the event that deposits received by CSUF total less than \$1,000 upon termination at least 90 calendar days prior to the start of the TERM, LICENSEE shall forfeit the entire deposit received by CSUF.
 - B. If LICENSEE terminates this License less than ninety (90) days before the start of the TERM (aka first date of USE), LICENSEE shall forfeit all deposits received by CSUF, which shall serve as a liquidated damages fee.
23. All notices given by either Party to the other shall be deemed to have been fully given when either made via electronic mail or deposited in the United States Mail, registered and postage prepaid. Notice to LICENSEE shall be sent to the LICENSEE at LICENSEE'S address set forth on the signature page hereof. Notice to CSUF shall be addressed to the Events and Facilities Use Office Contact at the address set forth on the signature page hereof.
24. This License shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this License shall be tried and litigated exclusively in the state courts located in the County of Orange, State of California.
25. LICENSEE, to the fullest extent permitted by law, agrees to indemnify, defend, and hold harmless the State of California, TRUSTEES, CSUF and each of their officers, agents, employees, volunteers, and representatives (collectively "Released Parties") from any and all claims, causes of action, complaints, losses, costs, or expenses, including reasonable attorney's fees and costs, damages, and/or liabilities (collectively "Liabilities") caused by, arising out of, or in any way connected with the performance of this License or the use by LICENSEE of PROPERTY, excepting any liability arising out of the sole negligence of the Released Parties.
26. This License contains the entire agreement between the Parties and may not be modified, amended, or supplemented, nor shall any rights herein be waived, unless such modification or amendment is in writing and signed by an authorized representative of each Party.
27. If any section, paragraph, or provision of this License is held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such section, paragraph, or provision shall be deemed severed and the validity of the remainder of this License shall not be affected thereby.

END OF GENERAL PROVISIONS

RIDER B (Minors & Release of Liability) (MIN & ROL)
CSUF LICENSE (NO. SC19-05)
CERTIFICATION, FORM, AND DOCUMENTATION REQUIREMENTS

This Rider is incorporated into the License referenced above and contains additional provisions as well as requirements for form collection and insurance policy documentation which apply to this License.

CSUF requires receipt of current and compliant LICENSEE insurance policy documentation to be on file prior to entering a signature on this License and at all times during the TERM of this License and any extension thereof. LICENSEE bears the sole responsibility for payment of all policy premiums and assessments.

- I. LICENSEE Certification.** CSUF has determined that LICENSEE and/or PARTICIPANTS will have regular and direct contact with at least one minor during the course of this License; therefore, LICENSEE certifies the following:
- All PARTICIPANTS participating in USE have passed a criminal record check within the past twelve (12) months, including a search of state and federal sexual offender registries; and
 - All PARTICIPANTS participating in USE have received sexual abuse prevention training including the identification, prevention, and reporting of sexual abuse of minors; and
 - Procedures are in place, such as PARTICIPANT-to-minor ratios and restroom protocols, to supervise minors who will be on PROPERTY under this License; and
 - Any and all incidents or allegations of sexual misconduct (involving adults or minors) will be reported immediately to an appropriate CSUF employee; and
 - The requirements above will be kept current throughout the TERM of this License, including any amendment(s) which extend such TERM.
- II. Form Collection Requirement.** LICENSEE is required to disseminate, collect, and submit a completed and signed CSUF *Release of Liability, Promise Not to Sue, Assumption of Risk and Agreement to Pay Claims* form ("Form"), accessed at the link below, to CSUF for every minor who will participate under this License.

<https://hr.fullerton.edu/riskmanagement/documents/forms/releaseofliabilitywriteable.pdf>

LICENSEE agrees to submit all collected Forms to an authorized CSUF representative prior to the start of the TERM or as soon as reasonably possible thereafter.

LICENSEE, upon entering an authorized signature on this License, accepts sole responsibility for ensuring fulfillment of this Form Collection Requirement in accordance with this Rider.

LICENSEE understands and acknowledges that if it fails to collect and submit the completed and signed Form to CSUF for any minor, that LICENSEE, to the fullest extent permitted by law, agrees to indemnify, defend, and hold harmless the Released Parties from all Liabilities related to those minors caused by, arising out of, or in any way connected with USE, including any Liabilities arising out of either the active or passive, sole or contributory negligence of the Released Parties.

- III. Insurance Policy Documentation Requirements.** LICENSEE insurance policy documentation is required to contain **four (4) coverage types** and is to be documented as set forth below.

Documentation for all insurance coverage types shall:

- 1) provide for the provision of written notice to CSUF, in accordance with policy provisions, should any of the described policies be cancelled before the expiration thereof; and
- 2) include the NAIC rating for each insurer, which shall have a minimum rating by A.M. Best of A:VII unless otherwise agreed to in writing in advance by CSUF.

The Certificate Holder named on all insurance documents shall

read: California State University, Fullerton Contracts &
Procurement Dept.
800 N. State College Blvd. Fullerton,
CA 92831

A. General Liability (GL): Comprehensive or commercial form with minimum limits:

\$1,000,000/Occurrence

\$2,000,000/General Aggregate

\$1,000,000/Products-Completed Operations Aggregate

A1. General Liability Additional Insured Endorsement (required in one of two acceptable formats):

Option #1: Additional Insured Endorsement (containing the GL policy number and the following language):

"The State of California, the Trustees of the California State University, California State University, Fullerton and the officers, employees, volunteers, and agents of each of them are named as additional insureds."

Option #2: Endorsement or Policy Language (containing the GL policy number) that includes any person or organization as an additional insured as required by written contract or agreement.

B. Business Automobile Liability (AL): Owned, Scheduled, Non-Owned, and/or Hired Automobiles

\$1,000,000/Occurrence, minimum combined single limit

B1. Business Automobile Liability Additional Insured Endorsement (required in one of two acceptable formats):

Option #1: Additional Insured Endorsement (containing the AL policy number and the following language):

"The State of California, the Trustees of the California State University, California State University, Fullerton and the officers, employees, volunteers, and agents of each of them are named as additional insureds."

Option #2: Endorsement or Policy Language (containing the AL policy number) that includes any person or organization as an additional insured as required by written contract or agreement.

C. Sexual Assault and Molestation (SM):

\$1,000,000 minimum limit

C1. Sexual Assault and Molestation Additional Insured Endorsement (required in one of two acceptable formats):

Option #1: Additional Insured Endorsement (containing the SM policy number and the following language):

"The State of California, the Trustees of the California State University, California State University, Fullerton and the officers, employees, volunteers, and agents of each of them are named as additional insureds."

Option #2: Endorsement or Policy Language (containing the SM policy number) that includes any person or organization as an additional insured as required by written contract or agreement

D. Workers Compensation (WC): As required under California State Law, with Employers' Liability coverage

\$1,000,000/Accident, Disease each Employee, and Disease Policy Limit

This documentation is required unless one of the following two alternatives applies to LICENSEE:

1. If LICENSEE is subject to WC laws outside of California and coverage is in place, certificate must indicate compliance with that state's coverage requirements.
2. If LICENSEE is NOT obligated to carry WC coverage, a *Request for Waiver of Workers' Compensation and Waiver of Claims* form must be completed and submitted to fulfill the WC requirement.

NOTE: On-site representatives of LICENSEE are required to present this document upon request by CSUF representatives while on CSUF property.
 Please be mindful that classes may be in session near your location; therefore, a reasonable noise level must be maintained at all times.

LICENSEE NAME: Fullerton School District, Robot Nation
 Contract No. SC19-05
 Date: 5/2/2020

LICENSEE Classification: Athl - CSUF User

ADMINISTRATIVE FEES								
Description	# of Staff	Start Time	End Time	Total Hours	Billing Rate	Rate Basis	Subtotal	Comments
Facilities Use Coordination Fee	n/a	n/a	n/a	n/a	\$ 200.00	Event	\$ 200.00	
Event Manager	1	6:30 AM	6:30 PM	12	\$ 40.00	Hour	\$ 480.00	
Event Staffing	1	6:30 AM	6:30 PM	12	\$ 15.00	Hour	\$ 180.00	video board operator
Custodial	2	8:00 AM	8:30 PM	12.5	\$ 35.00	Hour	\$ 875.00	
Police	2	8:30 AM	4:30 PM	8	\$ 80.00	Hour	\$ 1,280.00	
Maintenance and Repair (MUR)	n/a	n/a	n/a	n/a	20%	Event	\$ 700.00	
Create-A-Party Rental	1	n/a	n/a	n/a	\$ 6,935.93	Event	\$ 6,935.93	carpet, stage, catwalk, tables, and stanchion rental
TOTAL ADMIN. FEES:							\$ 10,650.93	

RENTAL FEES								
Description	Venue Type	Start Time	End Time	Total Hours	Billing Rate	Rate Basis	Subtotal	Comments
Titan Gymnasium	Gymnasium	6:30 AM	6:30 PM	12.00	\$ 3,000.00	Day	\$ 3,000.00	
Video Board	Other-	9:00 AM	4:30 PM	7.50	\$ 500.00	Event	\$ 500.00	
TOTAL RENTAL FEES:							\$ 3,500.00	

PAYMENT SCHEDULE AND TERMS		
Total FEES Due:	\$ 14,150.93	Acceptable Payment Methods: - Credit Card Payment via https://facilitiesuse.fullerton.edu/EventsFacUse/ - Check Payment Payee: California State University, Fullerton (Ref. Contract No. in Memo) Facilities Use Office CP-300 800 N. State College Blvd, Fullerton, CA 92831
Deposit Required:	\$ -	
Deposit Due Date:		
Balance Due Amount:	\$ 14,150.93	
Balance Due Date:	5/2/2020	

CONSENT ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM #2 TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval was granted on April 9, 2019 (Board Agenda Item #1v) for the Speech and Debate Program for the 2019/2020 school year. Addendum #1 was approved on September 10, 2019 (Board Agenda Item #1m) and now Addendum #2 is requested for an additional increase in participating schools from sixteen to seventeen, therefore increasing the “not to exceed” amount by \$8,000.

Rationale: The original board item was based on the amounts that were known at that time.

Funding: Cost is not to exceed \$258,000 and is to be paid from participating site funds as well as District General Funds.

Recommendation: Approve/Ratify Addendum #2 to the Agreement between Fullerton School District and Advantage Communications for the Speech and Debate program for the 2019/2020 school year.

JL:nm
Attachment

ADDENDUM #2

APPROVE/RATIFY ADDENDUM TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2019/2020 SCHOOL YEAR

This addendum is being submitted for contract cost adjustment due to the increase in the number of participating schools from sixteen to seventeen and therefore increasing the “not to exceed” amount. Board item was originally submitted and Board approved on April 9, 2019 (Board Item #1v). Board Addendum #1 was approved on September 10, 2019 (Board Item #1m) to increase the number of participating schools from fifteen schools to sixteen schools.

Original “not to exceed” amount:	\$240,000
First Increase “not to exceed” amount: (Addendum #1)	\$250,000
New “not to exceed” amount: (Addendum #2)	\$258,000

Robert Pletka, Superintendent
Fullerton School District

Date

Julienne Lee, Assistant Superintendent

Date

Sal Tinajero, Advantage Communications

Date

Prepared by: Nancy Marcus

CONSENT ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: RATIFY CSEA'S APPOINTMENT TO THE PERSONNEL COMMISSION

Background: This item is submitted to the Board of Trustees for ratification of California School Employees Association, Chapter #130 (CSEA) appointment to the Personnel Commission. Ratify Anita Varela as the CSEA's appointment to the Personnel Commission for a three year term effective December 1, 2019 through December 1, 2022.

Rationale: In accordance with Personnel Commission Rule 20.1.1.1 and Education Codes 45246 (c) and (d), CSEA has submitted the name of Anita Varela to fill a three year term on the Personnel Commission. The appointment is effective on December 1, 2019 at noon and will expire December 1, 2022.

Funding: N/A

Recommendation: Ratify CSEA's appointment to the Personnel Commission.

JC:jb

DISCUSSION/ACTION ITEM

DATE: November 12, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE REVISION OF PUPIL ATTENDANCE CALENDAR FOR THE 2020/2021 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of PTA President, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations.

This draft calendar was initially approved on March 12, 2019 and was in alignment with the Fullerton Joint Union High School District (FJUHSD). However, FJUHSD has since revised their calendar. This revision was taken to Board on October 15, 2019 as a First Reading.

Rationale: A final calendar enables the District's many offices to begin preparation for the 2020/2021 academic year.

Funding: Not applicable.

Recommendation: Approve Revision of Pupil Attendance Calendar for the 2020/2021 school year.

CH:nm
Attachment

Fullerton School District 2020/2021 Pupil Attendance Calendar

July 2020

4 Independence Day

August 2020

7 Teachers First Day
10 Staff Development
11 All Students Return

September 2020

7 Labor Day
23 Staff Development

October 2020

12 Staff Development

November 2020

11 Veterans' Day Recognition
23 - 27 Thanksgiving Break

December 2020

18 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
21 - 31 Winter Recess

July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

January 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
												1	2
3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
							31						

February 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28							28						

March 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30	31			

April 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

May 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

June 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

January 2021

1 New Year's Day
4 Records Day (Jr. High)
Staff Development (Elem.)
5 All Students Return
18 Martin Luther King Jr. Day

February 2021

8 Lincoln's Holiday Observed
15 Presidents' Holiday

March 2021

22 - 26 Spring Break

April 2021

May 2021

28 Last Day of School for all
students
31 Memorial Day

June 2021

- Students Return
- Staff Development Day/Conference Day/Records Day (no student attendance)
- Non Student Day
- Students' Last Day
- Holiday/Breaks (no student attendance)

Quarters (7-8)

Aug. 11 - Oct. 9 (42 days)
Oct. 13 - Dec. 17 (42 days)
Jan. 5 - Mar. 12 (46 days)
Mar. 15 - May 28 (50 days)

Trimesters (K-6)

Aug. 11 - Nov. 6 (61 days)
Nov. 9 - Feb. 26 (59 days)
Mar. 1 - May 28 (60 days)

Misc. Dates

Fall Conference Week: September 21-25, 2020

PreK-6 = Minimum Day

Jr. High Fall Conference: TBD

Spring Conference Week: March 8 - 12, 2021

PreK-6 = Minimum Day

Jr. High Spring Conference: TBD

180 Student Days

drafted 12/10/2018

185 Teacher Work Days (*new teachers work 186 days*)

Board Approved:

REVISED: 10/08/2019

March 12, 2019

DISCUSSION/ACTION ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING (MOU) ON PLAYGROUND SUPERVISORS INCLUSION INTO THE BARGAINING UNIT AND COLLECTIVE BARGAINING AGREEMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 130 (CSEA) AND THE FULLERTON SCHOOL DISTRICT**

Background: Due to some confusion differentiating between the Instructional Assistant IIA and IIB job descriptions, CSEA and District representatives came together in the spirit of Partnership between Administration and Labor (PAL) to discuss the specifications and necessity of both. It was determined that the best course of action was to eliminate the Instructional Assistant IIA job description. Individuals who perform duties as delineated in an IEP of a student with prescribed medical needs will earn a stipend rather than being classified as an Instructional Assistant IIA. The Instructional Assistant IIB job description will be revised and retitled Instructional Assistant II. The Instructional Assistant II job description reflects the duties of the position and has a new salary range that incorporates the stipend into the pay rate.

Rationale: An MOU between the District and CSEA eliminates any confusion until job descriptions can be updated appropriately.

Funding: There is no direct cost associated with approving the MOU and revising applicable job descriptions. However, any future stipend will be charged to the appropriate site/department budget.

Recommendation: Approve/Ratify Memorandum of Understanding (MOU) on Playground Supervisors inclusion into the bargaining unit and collective bargaining agreement between California Schools Employees Association, Chapter 130 (CSEA) and the Fullerton School District.

CH:nm
Attachment

**Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its FULLERTON ELEMENTARY CHAPTER No. 130
and the
FULLERTON SCHOOL DISTRICT**

**Regarding Playground Supervisors inclusion into the CSEA Bargaining Unit and Collective
Bargaining Agreement**

October 8, 2019

The California School Employees Association and its Fullerton Elementary Chapter No. 130 ("CSEA") and the Fullerton School District ("District") agree to the following Memorandum of Understanding ("MOU") regarding Playground Supervisors:

1. Change in Law: Effective January 1, 2019, Assembly Bill 2160 (2018) amended Section 45256 of the California Education Code, making all part-time playground supervisor positions in K-12 public school districts operating under the merit system a part of the classified service. Playground Supervisors shall receive all the statutory rights and benefits afforded them by current law.
2. CSEA and District Recognition: CSEA and the District, in an MOU dated January 31, 2019, agreed to add Playground Supervisors to CSEA's existing classified unit in accordance with Article 2 Acknowledgement, Section 2.2 New Classifications of the Collective Bargaining Agreement ("CBA") between the parties. CSEA and the District further agreed to negotiate the terms and conditions of Playground Supervisors' employment within the CBA as equal members of CSEA's bargaining unit.
3. Job Description and Salary Schedule: The current job description for Playground Supervisors (see attached) shall be retained, and effective January 1, 2019, Playground Supervisors will be placed on Range 7 of the Fullerton School District Salary Schedule for Classified Employees. Each Playground Supervisor working for the District as of January 1, 2019 shall be placed on Range 7, Step 3 of the Salary Schedule retroactive to January 1, 2019 and shall receive subsequent salary step advancements in accordance with the CBA.
4. Longevity Date: Playground Supervisors working for the District as of January 1, 2019, shall have a longevity date of January 1, 2019, regardless of whether employment with the District was or was not continuous and uninterrupted prior to January 1, 2019. All Playground Supervisors hired on or after January 1, 2019 shall have their longevity date established in accordance with the CBA. Longevity increments for Playground Supervisors shall be paid in accordance with the CBA.
5. Holidays: All Playground Supervisors shall be entitled to paid holidays as specified in Article 10, Holidays of the CBA, effective January 1, 2019, provided the unit members are in paid status during the working day immediately preceding or the working day succeeding the holiday.
6. Work Calendar and Hours: Effective January 1, 2019, Playground Supervisors' regular work calendar shall be 9.5 months a year. Playground Supervisors shall be guaranteed a minimum of one (1) hour of work per week. Playground Supervisors currently working one (1) hour or more per week shall retain their existing working hours per week. Playground Supervisors' shifts shall be established by the District based on the needs at each school site. Should CSEA and/or the District identify scheduling issues regarding Playground Supervisors, both parties agree to meet and confer on these issues on a mutually agreed upon date.

Articles 5.9 “Minimum Pay for Call In,” and 5.10 “Minimum Pay for Call Back” of the CBA shall not apply to Playground Supervisors. All other provisions of Article 5 of the CBA shall apply to the Playground Supervisors.

7. Seniority Date: Playground Supervisors working for the District as of January 1, 2019, shall have a seniority date of January 1, 2019 for all purposes other than layoffs, regardless of whether employment with the District was or was not continuous and uninterrupted prior to January 1, 2019. Playground Supervisors hired by the District on or after January 1, 2019 shall have their seniority date established as their original date of hire for all purposes other than layoffs.

For all Playground Supervisors working and/or hired as of January 1, 2019, the District shall use original hire date to establish ranking for layoff purposes, regardless of whether employment with the District was or was not continuous and uninterrupted prior to adoption of this MOU. For all Playground Supervisors originally hired on or after January 1, 2019, seniority date and layoff ranking shall be established in accordance with Article 16, Layoff and Reemployment, of the CBA.

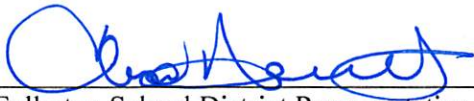
8. Probation: Playground Supervisors working for the District as of January 1, 2019 shall be classed as permanent, effective January 1, 2019. Playground Supervisors hired on or after January 1, 2019 shall be classed as permanent in accordance with the procedure enumerated in Fullerton School District Personnel Commission Rules and Regulations.
9. Leaves: Playground Supervisors shall be entitled to absences/leaves in accordance with the CBA. Playground Supervisors shall accrue sick leave at the rate specified in the CBA, effective January 1, 2019. Any accrued sick leave hours earned by Playground Supervisors between January 1, 2019 and adoption of this MOU under the terms of the CBA shall be carried over to employees’ current sick leave balance.
10. Vacations: Playground Supervisors shall earn vacation time in accordance with the CBA. Any accrued vacation days/hours retroactively earned by Playground Supervisors between January 1, 2019 and adoption of this MOU under the terms of the CBA shall be carried over to employees’ current vacation leave balance.
11. Performance Evaluation: Playground Supervisors shall receive performance evaluations in accordance with the CBA as outlined in Article 9.
12. Grievance Procedures: Playground Supervisors shall be entitled to grievance procedures in accordance with the CBA. This MOU shall be subject to the grievance procedure of the CBA.
13. Health and Welfare Benefits: Playground Supervisors shall be entitled to employee health and welfare benefits in accordance with Article 8, Health Insurance, of the CBA. To be eligible for full benefits, unit members must be regularly assigned to work in a classification for 8.0 hours a day. Unit members who are regularly assigned to work between 4.0 and 7.5 hours per day in a classification shall be eligible for prorated benefits.
14. Full Protection/Applicability of the CBA: Playground Supervisors shall have any and all provisions, protections, and powers of the CBA not otherwise enumerated in this MOU accorded to them as equal members of CSEA’s bargaining unit.

15. Full Protection/Applicability of the Personnel Commission Rules: Playground Supervisors shall have any and all provisions, protections, and procedures of the Fullerton School District Personnel Commission Rules and Regulations not otherwise enumerated in this MOU applied to them as equal members of CSEA's bargaining unit and the classified service.
16. Applicable Changes to the CBA: The parties agree to negotiate the relevant provisions of this MOU into the CBA during 2019-2020 reopener year negotiations prior to ratification and adoption.

This Agreement is subject to the CSEA 610 policy and adoption by the Fullerton School District Board of Education.

AGREED:

FULLERTON SCHOOL DISTRICT

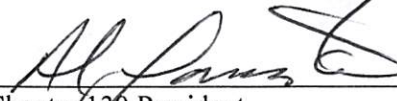


Fullerton School District Representative

10/8/19

Date

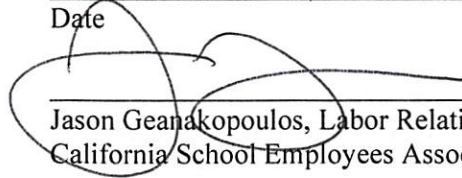
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Chapter 130 President
California School Employees Association

10-8-19

Date



Jason Geanakopoulos, Labor Relations Representative
California School Employees Association

10-8-19

Date

DISCUSSION/ACTION ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE/RATIFY AMENDED 2019/2020 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The funds are to be used for staffing, materials, and supplies.

Rationale: The original 2019/2020 Child Development State Preschool Contract, which was board approved on June 18, 2019, had a maximum total reimbursable amount of \$2,145,950. The amended 2019/2020 Child Development State Preschool Contract has increased the maximum total reimbursable amount to \$2,215,633. The increase of \$69,683 reflects the increase from \$48.28 to \$49.85 for the maximum rate per child day of enrollment.

Funding: Funding is applied to Child Development budget (#310).

Recommendation: Approve/Ratify Amended 2019/2020 Child Development State Preschool Contract effective July 1, 2019 through June 30, 2020.

JL:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F. Y. 19 - 20

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9345

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-9

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9345 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,145,950.00 and inserting \$2,215,633.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$48.28 and inserting \$49.85 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 44,446.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Robert Pletka, Ed.D., Superintendent</i>				
TITLE Contract Manager		ADDRESS <i>1401 W. Valencia Dr., Fullerton, CA 92833</i>				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 69,683	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,145,950	(OPTIONAL USE) 0656 23038-6650	CHAPTER B/A	STATUTE 2019			FISCAL YEAR 2019-2020
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,215,633	ITEM 30.10.010. 6100-196-0001	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

DISCUSSION/ACTION ITEM

DATE: November 12, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: RESOLUTION #19/20-10 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND ESTABLISHING SPECIFICATIONS FOR AN ELECTION ORDER OCCURRING ON MARCH 3, 2020

Background: The resolution before the Board calls an election within the District for the purpose of approving general obligation bonds, requests that the Orange County Registrar of Voters conduct the election on behalf of the District, and authorizes the preparation of election materials, including ballot arguments and tax rate statement, to be included in the ballot pamphlet.

State law requires the Board of Trustees to order school district bond elections. The Orange County Registrar of Voters will conduct the election on behalf of the District, including publishing all required notices. This resolution meets the statutory requirements for describing the projects to be funded with the proceeds of the bonds, which is included as Exhibit B to the resolution. A 75-word summary of the measure, as it will appear on the ballot, is also included in the resolution as Exhibit A.

This election will be called under constitutional and statutory provisions that require fifty-five percent (55%) voter approval, and certain accountability requirements, including annual independent financial and performance audits of how funds are spent, and the formation of a Citizens' Bond Oversight Committee. State law requires that 2/3rd of a school board support the resolution calling an election requiring 55% voter approval. At least four (4) Board members must vote "Yes" in order to call the election.

Rationale: Current Local, State and Federal funding is inadequate to meet facility infrastructure needs within the District to upgrade, repair, expand, and better equip facilities within the District to improve student learning opportunities, improve student safety and campus security, and make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials.

Correspondingly, based on the above-referenced matters, Resolution #19/20-10 is being presented to the Board to call an election to submit to the electors of the District the question whether general obligation bonds of the District be authorized for the purpose of raising money to complete educational and capital projects of the District as further described in the Project List (Exhibit B) all pursuant to related State law.

Funding: To be determined by total cost of holding an election and paid from the General Fund.

Recommendation: Resolution #19/20-10 of the Board of Trustees of the Fullerton School District ordering a school bond election, and establishing specifications for an election order occurring on March 3, 2020.

RC:yd
Attachments

RESOLUTION #19/20-10

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the “Bonds”) shall be issued and sold for the purpose of raising money for the projects described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter pamphlet. The District’s Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A,” incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits “A” and “B” are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit “B,” evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit “B” hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens’ Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens’ Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens’ Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens’ Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens’ organization; One member who is active in taxpayers association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

(i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);

(ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;

(iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;

(iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

(g) that the Board will maintain a reserve of 2% - 3% of general funds for economic uncertainties;

(h) that the Board will budget 2-3% of its operating revenues for maintenance of facilities;

(i) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;

(j) that the Board will adopt a No Pay-to-Play policy;

(k) that the bonds will be sold at a competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering election pursuant to the provisions hereof, the District has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuation made by the County assessor that available to the District.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 12th day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19/20-10, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the 12th day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. The District also revised a 2015 Master Facilities Plan, which is incorporated herein in its entirety. The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and instructional technology up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

**STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT
HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND
TECHNOLOGY**

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and instructional technology up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS

School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install

interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND INDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND

MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

DISCUSSION/ACTION ITEM

DATE: November 12, 2019
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board has been discussing the revised Board Annual Goals at previous Board Meetings.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board Annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs
Attachment

GOAL 1: High Expectations for ALL Students

Objectives to Reach Goal 1:

- **Narrow the achievement gap**
- **Prepare students for success in high school, college, and career**
- **Utilize personalized, student-centered approach and student strengths**
- **Promote patriotism, Democracy, and United States Civics in existing frameworks, curriculum, and State standards**
- **Provide opportunities for students to be productive citizens of the community**

GOAL 2: Long-term District Financial Stability

Objectives to reach Goal 2:

- **Exercise responsible fiscal stewardship**
- **Allocate funding to support prioritized programs, enhanced facilities, and attract and retain highly qualified staff**

GOAL 3: Recruit, Hire, Support, and Retain Exceptional Staff

Objectives to reach Goal 3:

- **Recruit and retain exceptional and diverse staff who are culturally responsive, student-centered, and focused on high-expectations**
- **Support and evaluate all staff regularly to improve performance**
- **Provide professional growth and development opportunities**

GOAL 4: Welcome and Engage Families and Community

Objectives to reach Goal 4:

- **Engage families to participate and provide opportunities for input**
- **Involve families and community in programs, committees, school cultures, and celebrations**
- **Provide meaningful and culturally responsive engagement opportunities**
- **Respect, empower, and appreciate our diverse families and communities**

GOAL 5: Promote Safety, Mental/Physical Health, and Well-being

Objectives to reach Goal 5:

- **Promote child-centered education and build connections with students emphasizing the whole-child**
- **Provide programs that focus on restorative practices, nutrition, mental and social-emotional health, personal responsibility, and a positive school climate**
- **Create an environment that incorporates the importance of Safety, Mental/Physical Health, and Well-being for all students, employees, and members of the community**
- **Strengthen and work with our community partners**

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, April 14 2020
6:00 p.m. Open Session-
Board of Trustees participating remotely via teleconference
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

On March 12, 2020, the Governor issued an Executive Order suspending parts of the Brown Act that included the following:

"All requirements in... the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived."

This means that Board Members may attend meetings remotely (i.e., by telephone or teleconference). Further, Board Meetings can proceed even if a quorum of the Board — or the entire Board — is participating remotely. This change also means that posting notices at the remote location and public access to the remote location are suspended, as well.

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA (Any reports submitted will be read out loud during the Board of Trustees meeting.)

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting March 10, 2020

Special Meeting March 13, 2020

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify Purchase Orders numbered N22C0068 through N22C0071, N22D0284 through N22D0354, N22E0275 through N22E0346, N22M0258 through N22M0287, N22R0979 through N22R1069, N22S0012 through N22S0019, N22T0027, N22V0108 through N22V0129, N22X0386 through N22X0387, N22Y0084, N22Z0075 through N22Z0076 for the 2019/2020 school year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 220503 through 220568 for the 2019/2020 school year.
- 1e. Approve/Ratify warrants numbered 126860 through 127441 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.
- 1g. Approve Independent Contractor Agreement between John Paul ("J.P.") Jones, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.
- 1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2020 – March 31, 2020).
- 1i. Adopt Resolution #19/20-16 proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week in the Fullerton School District.
- 1j. Adopt Resolution #19/20-17 proclaiming May 17 – 23, 2020, as "Classified School Employee Week" in the Fullerton School District.
- 1k. Approve rejection of claims against the Fullerton School District numbered: 1907028.
- 1l. Approve/Ratify warrant numbered 1128 for the 2019/2020 school year.
- 1m. Approve/Ratify warrant numbered 1212 through 1213 for the 2019/2020 school year.
- 1n. Adopt resolutions numbered 19/20-B027 through 19/20-B029 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1o. Approve Notice of Completion for KYA Services, LLC, for the purchase of material and labor for repairs to the fields located within Acacia Elementary School.

1p. Approve agreement with John R. Byerly Incorporated, to provide professional geotechnical engineering/testing, materials laboratory testing, and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03.

1q. Approve agreement with The Hauffe Company for repairs and improvements as required by the Division of the State Architect (DSA) as part of the Transportation Department modular building project number FSD-19-20-MF-03.

1r. Approve/Ratify Classified Personnel Report.

1s. Approve/Ratify service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System Enterprise Management Service for 2019/2020 school year.

Discussion/Action Items:

2a. Adopt/ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

2b. Approve Memorandum of Understanding for COVID-19 Teacher Evaluations between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2c. Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

Discussion/Action Items:

2d. Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

2e. Approve the public announcement of Mr. Thomas Reminisky as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

2f. Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

2g. Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, May 12, 2020, at 6:00 p.m. in the Fullerton School District Administration

Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, March 10, 2020
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:00 p.m. and Trustee Janny Meyer led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur,
Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt,
Julienne Lee

Recess to Closed Session – Agenda

At 5:02 p.m., the Board recessed to Closed Session for: •Conference with Legal Counsel- Anticipated Litigation: Significant exposure to litigation pursuant to Government Code sections 54956.9 (a) and (d)(2). Existing facts and circumstances pursuant to Government Code section 54956.9 (e)(3); •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:18 p.m. and Mark Jacobs, FETA President, led the pledge of allegiance. President Vazquez reported after conferring and meeting with legal counsel in closed session regarding anticipated litigation, the Board voted 5-0 to reject the claim as submitted by Astra Builders pursuant to Government Code section 910 et seq.

Recognitions listed below:

Wonder of Water Student Recipients

Art competition based on two categories: Love of Water and Nature of Water. First place winners each receive \$50 and second place winners each receive \$20. The winners included:

Nature of Water- Elementary

1st Place- Rachel Sung, 6th Grade Laguna Road
2nd Place- Emily Im, 2nd Grade Fisler School

Nature of Water- Junior High

1st- Savannah DiBenedetto, 8th Grade Ladera Vista Junior High of the Arts
2nd Place- Matia Ornelas, 7th Grade Beechwood School

Love of Water- Elementary

1st Place- Grace Kim, 6th Grade Hermosa Drive
2nd Place- Makaela Brown-Muthoni, 6th Grade Orangethorpe Elementary

Love of Water- Junior High

1st Place- Evelyn Kim, 8th Grade Nicolas Junior High School
2nd Place- Subin Park, 8th Grade Parks Junior High School

Catch Me at My Best Recipients

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Scott Schlabsz, Michael Burns, Mike McAdam, Rosanne Arellano, Terry Radzai-Sanchez, Laurie Bruneau, Catie Williamson, Katie Frazer, Nicole Tsou, Heather Marshall, Kimberly O'Sullivan, Patricia Padilla, and Roger Razzo. Each recipient was recognized for a Fullerton School District Core Value.

Orangethorpe Teach Rock Partner School and Multi-age Video Contest Winners

Orangethorpe is the flagship Teach Rock Partner School and through that partnership teachers and students at OT have access to an arts infused educational specialist and free curriculum that allows students to see the value of music as a medium for accessing important ideas ranging from history to science to ecology to social justice. The primary Multi-Age Teacher Team and their students shot a video spotlighting Teach Rock which

was played at the Rock and Roll Forever Foundation Gala in November where OT was recognized as the flagship school

Maple School Alumni

President Vazquez recognized Maple School Alumni for numerous years of contributions to the Maple School community. The Maple School Alumni has provided fundraising efforts to support Maple School students through mentoring and enhancing their education.

Sharon Quirk-Silva's office provided certificates of recognition for Wonder of Water student recipients, Orangethorpe Teach Rock Partner School and Multi-Age video contest winners, and to the Maple School Alumni.

Superintendent's Report

Dr. Pletka stated his report would be part of the Social Emotional/Mental Health Accountability presentation.

Information from the Board of Trustees

Trustee Meyer- She reported it is conference week for parents and teachers. It is a fun week to allow parents to meet with the teacher to discuss the progress of their child. She commended staff including CSEA, FETA, FESMA, PTA for their hard work with Measure J. She congratulated Dr. Robin Gilligan, Dr. Liz Leon, Dr. Danielle Ramirez, and Dr. Julie Graham for recently receiving their doctorate. She wished everyone a great spring recess.

Trustee Thakur- He stated today in India is a day of celebration called "holy" or "color run"; he stated the last couple of months have been difficult and wished everyone a wonderful spring recess.

Trustee Berryman – She stated staff spent numerous hours supporting Measure J and she thanked everyone for their hard work and efforts with Measure J; the staff was led by integrity. Trustee Berryman read the following statement:

I would like to take my time this evening to express my appreciation for the time that our teachers, counselors, principals and administrators have been spending on a long-term plan to address the mental health needs of our students. This issue has become more important over the past year as we have seen student behaviors that warrant more attention. I do understand the frustrations that our teachers have been feeling and am committed to this issue.

Over the past couple of months, the president of our Teachers association has been updating us on our newest district "think tank" addressing the challenges of our junior high students. These challenges are across the board and are not specific to any area or population.

In my years as a board member here, I have always advocated for student safety, wellness and mental health with an emphasis on the junior high experience. My priorities have not changed and I still feel that this is a great need in our district and plan to continue to support the efforts towards allocating resources to this priority.

I was proud that our board also feels mental health is a top priority and this year, we added a goal to reflect this priority.

As with any large organization with many moving parts, I do understand that for a goal to become a reality, it takes some time. It takes time to bring everyone to the table and develop a long term plan to address the issue. We need all stakeholders to participate in the process and provide as many thoughts and opinions to best serve our students. We are lucky to have such a strong group of stakeholders, that include parents and staff members, that participate in our LCAP process and I want to make it known that I truly appreciate the mindfulness and attention that they contribute to our district.

I am excited to hear the staff presentation on Mental Health services for our district and will take this proposal into consideration as we fine tune our District's LCAP and budget in May and June. I know that I will have input at that time and hopefully with our collective voices, we will be able to provide our students with the best possible programs to help them navigate this time of their lives.

Trustee Sugarman- She shared that society is more successful when the opinion of all people are considered and that is what makes Fullerton a place that welcomes innovation and growth. It is important to educate the whole child including the social and emotional well-being. She thanked staff who coordinated the Champions for Learning Family Conference on March 7, 2020. The conference offered an array of workshops for both parents and students with topics ranging from art, zumba, math, and social emotional support. She thanked Dr. Pletka for his leadership and thanked the Fullerton community for participating in Measure J. Trustee Sugarman stated she was touched by so many people coming together for one cause and she hopes a future bond may be considered.

President Vazquez –She shared her appreciation towards staff who have been sanitizing and deep cleaning. She mentioned the Champions for Learning Family Conference was very inspirational and she thanked all staff for the numerous events they have been planning. President Vazquez stated that together we can continue to grow and innovate.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC– No report.

PTA- Wendy Reid and Christy Carter read the following statement: I am writing this letter in regards to the recent LCAP meeting that took place on Wednesday, February 19th, 2020. That Wednesday, I arrived a few minutes late (shuttling kids around!) to the meeting and when I walked into the ELC, I saw Jeanette Vazquez in front of the room talking to the group. Knowing that Jeannette Vazquez is the current FSD School Board President, my first thought was that she was sharing the priorities of the FSD School Board - the items that the Board feels are important to ideally (if possible) include in the LCAP. So, I was intent on listening to what she had to say. I was open to hearing what the School Board felt was important to include - they are an important Stakeholder too! However, it quickly became evident to me that Ms. Vazquez had other intentions in mind. While her passion and drive were clearly evident by the manner in which she was talking, I did not appreciate her adamant attitude and the “demanding nature” with which she was addressing the group. What really, really upset me, however, was the phrase “Myself and my fellow school board member Aaruni Thakur, WILL NOT pass the LCAP UNLESS these items are included...” and she proceeded to list the items that she demanded must be in the LCAP. I was incredibly shocked to hear that particular sentence coming from the School Board President, especially since she was addressing a room full of volunteers who were representing all of the stakeholder groups in FSD. Our sole purpose of being on this LCAP committee is to work on coming up with an LCAP that best addresses the needs of ALL students in our district, while taking into account the LCAP Directives and Guidelines. There is no demanding ANYTHING on this committee. Instead, we ALL provide our input, we discuss, we explore and we come up with an LCAP plan TOGETHER. How dare our School Board President come to us and tell us that none of our year-long work is going to matter, unless we include those specific things that she says we must include. How dare Aaruni Thakur tell us the same thing - via Ms. Vazquez. He wasn't even at the LCAP meeting. He sent Ms. Vazquez to do his dirty work? And then to threaten us with “I'm not going to pass the LCAP unless....?” This is incredibly insulting to those of us who have put in so many hours already this year, not to mention, an abuse of power on her part. It made me (and many others) feel discounted and disrespected and basically made our work and efforts thus far, absolutely worthless. As School Board President, isn't it Ms. Vazquez's job to represent the ENTIRE board? Is the position she shared with us, the position of EVERY FSD School Board Member? Is she looking out for the welfare of EVERY student in our district, or just a particular subset? Because after hearing her speak at the LCAP meeting, I no longer feel that Ms. Vazquez is considerate of EVERY student. Not to mention, Ms. Vazquez's demands of certificated mental health counselors (no more associates) are way above the means of our LCAP and would mean taking money away from other programs that the District Stakeholders feel are very important. And yet, she demanded this be included on the LCAP. I am extremely disappointed with Ms. Vazquez's behavior, as well as that of Mr. Aaruni Thakur. My time, my hours, and my input are all valuable, as are that of each and every one of us on the LCAP Committee. I don't appreciate being made to feel dispensable, unimportant and useless. Perhaps certain School Board Members need to reevaluate the manner in which they attack those of us who have put in countless hours to help ALL of our kids in FSD be successful, productive and healthy students with amazing programs, opportunities and support. Because those of us on the LCAP Committee are committed to doing just that.

FETA –Mark Jacobs.- He stated that teachers are currently conducting parent conferences along with diagnostic testing. He stated that the “think tank” continues to facilitate conversations between administrators and staff to help junior high students with difficult behaviors. He stated the CTA conference was cancelled. He thanked staff for supporting Measure J (Dr. Pletka publicly thanked Mr. Jacobs for his strength and courage working together in Measure J efforts).

CSEA – Marleen Acosta- She thanked Dr. Rob Coghlan for spearheading the Measure J campaign. She thanked Mark Jacobs for his hospitality at the NOCUT office. She felt very welcomed and part of the team supporting Measure J. She also thanked FESMA, FETA, and CSEA members who helped precinct walk, make signs, and phone bank. With the recent concerns regarding COVID-19, the cleanliness of schools has become an issue for not only students, but also for teachers and support staff who work at the sites. FSD distributed guidelines for staff to encourage wellness. She asked the District consider going back to every day cleaning. The CSEA Banquet will be held on May 16, 2020, at the Holiday Inn in Buena Park with a “Roaring 20's” theme.

FESMA –Robin Gilligan- She reported that in the spirit of “PAL” management is working together for the benefit of students. She stated the emergency preparedness team is meeting weekly to review updates regarding COVID-19. She thanked nurses and support staff for their ongoing support to keeping students and staff healthy.

Public Comments:

Steven Brunette (community member) expressed his concern regarding the solar project at Hermosa Drive Elementary. He stated the community members should have a voice and is concerned about the location of the solar panels.

Paulette Chaffee (community member) reported the Fullerton Collaborative is comprised of 62 organizations in Fullerton such as the Arts for All the Kids, Assistance League, CSUF, and many others. Mrs. Chaffee stated it is great that FSD is a partner of the Fullerton Collaborative to help enhance the lives of children. She stated the Faces of Fullerton event is now the “We are Fullerton” event and will be held on April 18, 2020, beginning at 10:00 a.m. Fullerton School District will host several booths at this event.

Veronica Moran (FSD parent and DELAC representative) commented she has been an FSD parent for numerous years and her mission is to help children. She stated that parents and FSD can work in conjunction and face obstacles together to help children. Parent topics of interest include safety and mental health. Mrs. Moran stated people are different but many of our issues are similar and would like to continue working together so we can continue advancing forward.

Alma Chavez (FSD parent and DELAC representative) thanked Dr. Pletka and President Vazquez for their hard work supporting children through mental health resources. She stated it is important to find a solution to help students through issues such as bullying, absenteeism, and poverty. Mrs. Chavez stated the importance of visiting families when issues arise and the issues may be stemming from home.

Approve Minutes

It was moved by Hilda Sugarman seconded by Aaruni Thakur and carried 4-0-1 (Trustee Meyer abstained for being absent at the February 11, 2020, Board Meeting) to approve minutes of the Regular meeting on February 11, 2020.

Trustee Vazquez suggested Discussion/Action item #2c be addressed at this time followed by the presentation on Social Emotional/Mental Health Accountability and the discussion on Increase employment stability of Instructional Aides.

Public Hearing

President Vazquez conducted a public hearing at 7:50 p.m. to allow public comment on the subject of dedicating such easements to Brandywine-Homes and Adopt the attached Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes. Brandywine-Homes has requested that the District dedicate a temporary construction easement (“Construction Easement”) to access for the purposes of temporarily excavating, displacing, stockpiling and surcharging soil and other construction activities (“Infrastructure Work”) that are reasonably necessary in order to construct and install landscaping, an irrigation system, a walkway and ramp, new privacy walls, fencing and drainage improvements (“Park Facilities”). Brandywine-Homes also requested that the District dedicate an easement (“Easement”) for purposes of use, operation, maintenance, repair, and replacement of the Park Facilities. Both the Construction Easement and Easement would be upon a portion of the District’s Beechwood Elementary School property located at 780 Beechwood Avenue, Fullerton, CA 92835. Adoption of the Resolution before the Board will result in the dedication of the two above-referenced easements to Brandywine-Homes.

Hearing no public comments, the public hearing was closed at 7:57 p.m.

2c. Conduct a public hearing on the subject of dedicating such easements to Brandywine-Homes and approve Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve Resolution No. 19/20-

14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

The Board recessed at 8:10 p.m. and resumed Open Session at 8:27 p.m.

Presentation:

There was an informational presentation on Social Emotional and Mental Health Accountability. Change in Education Code and changes to the law were discussed. In addition, staff discussed the Equity Opportunity Gap Advocates, and Researchers, district needs, district data, and staffing costs. A committee on difficult students behavior and a junior high PBIS Think Tank has been established; professional development and multi-tiered systems of support along with organizational changes were discussed.

Discussion Only:

John Caldecott, Interim Director of Classified Personnel, discussed a plan in action to Increase employment stability of Instructional Aides. He reported Classified Personnel is diligently working to process instructional aide applications to final interview in three weeks. In addition, Classified Personnel is expanding the sources to recruit instructional assistants and the new process is being successful. Mr. Caldecott stated FSD is in the median for the salary of instructional assistant's compared to other districts.

Approve Consent Agenda and/or Request to Move an Item to Action

Consent Items

Moved by Hilda Sugarman, seconded by Janny Meyer, and carried 5-0 to approve the consent items including revised consent #1a to include hiring of the new Principal at Robert C. Fidler: Kimberly Benaraw. The Board commented on consent item #1b.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0052 through N22C0067, N22D0276 through N22D0309, N22E0222 through N22E0274, N22M0232 through N22M0257, N22R0883 through N22R0988, N22V0108 through N22V0121, N22X0379 through N22X0384, and N22Y0083 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220438 through 220502 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 126430 through 126859 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14145 through 14191 for the 2019/2020 school year.

1g. Approve/Ratify New Affiliation Agreement in Communication Sciences and Disorders with Chapman University effective January 6, 2020 through January 6, 2023.

1h. Approve New Practicum/Fieldwork Agreement in School Counseling with Concordia University effective March 11, 2020 through March 11, 2023.

1i. Approve/Ratify Addendum to the Agreement between Fullerton School District and Active Steps effective March 11, 2020 through June 30, 2020.

1j. Approve Classified tuition reimbursement.

1k. Approve/Ratify warrant numbered 1211 for the 2019/2020 school year.

1l. Approve the piggyback Bid Number 1512 from Garden Grove Unified School District for district-wide rental/or purchase of relocatable modular buildings from SKC Company Inc.

1m. Adopt resolutions numbered 19/20-B025 through 19/20-B026 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Approve Notice of Completion for 2018 Fence Replacement-Various Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

1o. Approve independent contractor agreement with OMB Electrical Engineers, Inc., for electrical engineering services from March 11, 2020 to July 01, 2021.

1p. Approve Notice of Completion for KYA Services, LLC for the repair and replacement of items in classroom number 12 located within Raymond Elementary School.

1q. Approve Agreement between Fullerton School District and Advantage Communications for the summer enrichment Speech and Debate Program at Nicolas Junior High School from June 29, 2020 through July 10, 2020.

1r. Approve Agreement between Fullerton School District and Winnow+Glean for the graphic design and public relations experience class at Parks Junior High from March 16, 2020 through May 21, 2020.

1s. Approve/Ratify Addendum to the Agreement between Fullerton School District and Hollar Speech and Language Services effective March 11, 2020 through June 30, 2020.

1t. Approve/Ratify Addendum to the Agreement between Fullerton School District and Perry Passaro, MD, effective March 11, 2020 through June 30, 2020.

1u. Approve independent contractor agreement to provide nutrition services transporter services with Agape Worldwide Logistics, Inc. to the Fullerton School District, through June 30, 2020.

1v. Approve out-of-state conference for two staff members from Innovation and Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 27 – 30, 2020.

1w. Award a contract to Rug-ed Products, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-18-00-0120B, for the purchase of non-information technology commodities.

Discussion/Action Items:

2a. Approve New and Revised Board Policies

New:

Personnel

BP 4131 – Staff Development

BP 4136 – Non-school Employment

BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel

BP 4139– Peer Assistance Review

It was moved by Beverly Berryman, seconded by Aaruni Thakur and carried 5-0 to approve the above stated New and Revised Board Policies.

2b. Approve the District's Second Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations in the current and subsequent two fiscal years.

It was then moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to Approve the District's Second Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations in the current and

subsequent two fiscal years

2d. Approve 2020 California School Boards Association (CSBA) Delegate Assembly Election candidates.

It was moved by Janny Meyer, seconded by Aaruni Thakur, and carried 5-0 to approve the following 2020 California School Boards Association (CSBA) Delegate Assembly Election candidates: Lauren Brooks (Irvine USD), Carrie Buck (Placentia YL USD), Lynn Davis (Tustin USD), Elizabeth Gonzalez (Centralia ESD), Candice Kern (Cypress ESD), Kathy Moffat (Orange USD), and Annemarie Randle-Trejo (Anaheim Union HSD).

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Sugarman suggested changing the name of Nicolas Junior High School to Nicolas Junior High School Magnet School.

The Board confirmed a Special Board Meeting agenda for March 20, 2020, where legal counsel will be present to discuss: LCAP Board goals, Board protocols, agenda and effectiveness, Counsel support/contact and by whom, and Board self-evaluation.

The Board discussed having a special study session in May 2020.

President Vazquez adjourned the Regular meeting on March 10, 2020, at 11:19 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Friday, March 13, 2020
9:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 9:00 p.m. and Dr. Rob Coghlan led the pledge of allegiance.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julienne Lee

Discussion/Action Item:

1a. Approve Resolution #19/20-15 of the Board of Trustees of the Fullerton School authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19)

The Board of Trustees discussed the following items relating to Discussion/Action Item #1a:

1. Distribution of Meals - when, how and how we will communicate this:

We will continue to offer lunches and breakfasts next week (March 16th through March 20th) to all children under the age of 18 through curbside pick-up at 20 schools from 11:00 a.m. to 1:00 p.m. Children must be present in order to receive their lunch meal. In addition, breakfast will be picked up with lunch for the following day.

2. Lesson Plans printed and distributed along with online resources at the following website

The [Five-Day Remote Learning Plan](#) was printed for all sites and delivered. All students received a copy before going home on Friday, March 13th. The plan was translated in Spanish and Korean and is posted on the website along with online resources. At this time, the learning plan is optional and not required. The activities will not be graded or impact a student's grade. Principals will be meeting with teachers on Monday to present a slide presentation that outlines staff expectations on planning lessons in case the closure exceeds two weeks. Robin will be meeting with all SPED staff on Monday to go over services.

3. Next Communication to the Community

The District will be sending the below message to all families on Saturday, March 14, 2020, at 9:00 am:

Good Morning,

Last night, the Fullerton School District Board of Trustees passed a resolution closing all schools beginning Monday, March 16, 2020, resuming as usual on Monday, March 30, 2020 (note: this time includes our regularly scheduled week off for Spring Break).

This is out of an abundance of caution, in an effort to limit the spread of COVID-19, and with guidance from local, state, and federal public health experts. As a reminder, we continue to recommend that you and your family practice prevention practices.

We understand that school closures affect all families, and we are committed to addressing the needs of our learners. We will continue to offer lunches next week (March 16th through March 20th) to all children under the age of 18 through curbside pick up at the following school sites: Maple, Pacific Drive, Orangethorpe, Raymond, Richman, Valencia Park, Woodcrest Schools, Ladera Vista JHS of the Arts and Nicolas Junior High School from 11:00 a.m. to 1:00 p.m. Children must be present in order to receive their lunch meal. In addition, breakfast can be picked up for the following day.

For families without home Internet access, Spectrum is offering **FREE INTERNET** for 60 days. Please call 1-844-488-8395. We have many optional learning resources on our website and it would greatly benefit your family to take advantage of this FREE Internet offer.

Thank you for your understanding and patience as we make decisions for the health and welfare of our students, staff, and community. Together we will successfully navigate these uncertain times. Please visit www.fullertonsd.org for updates and links to additional resources. Thank you.

4. All employees will be paid for the next week and in case there is a need for additional time.
All employees will be paid their normal salary during school days that the school is closed.

5. Are all classrooms and schools going to be sanitized sometime next week?

Yes, the M & O team will be spending the next two weeks deep cleaning, sanitizing, and disinfecting all of the schools. The good news is the two weeks will provide extra time for completing greater deep cleaning and ensure all surfaces are sanitized and disinfected.

6. If we do have to have meetings we will be practicing social distancing including tonight at the board meeting. Chairs will be 6 feet a part.

7. Website addresses where additional info will be displayed.

[COVID-19 Letter](#)

[Useful Links](#)

[Learning Resources](#) (including the Five-Day Plan, Learning Resources Interactive Slides, and Thrively link)

9. Are there resources for families that do not have WiFi access?

Yes. Spectrum is providing families with children who are impacted by school closure with two months of free WiFi for internet access. We have provided this information to our families in the message sent out on March 14, 2020, in the morning, and we will post this information on our District webpage.

It then was moved Aaruni Thakur, seconded by Beverly Berryman and carried 5-0 to Approve Resolution #19/20-15 of the Board of Trustees of the Fullerton School authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19)

Board Member Request(s) for Information and/or Possible Future Agenda Items

No requests.

Adjournment:

President Vazquez adjourned the Special meeting on March 13, 2020, at 10:24 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
918	TBD		Educational Services	TK Teachers	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employees to meet for grade planning. Names will be provided to payroll. Budget #0108655109-1101	8/3/20-8/6/20
	Becerra	Christopher	Certificated Personnel	Substitute Teacher	New Hire		3/12/20
	Costa	Jessica	Certificated Personnel	Substitute Teacher	New Hire		3/11/20
	Ibarra	Lorena	Certificated Personnel	Substitute Teacher	New Hire		3/2/20
	Migasi	Margaret	Certificated Personnel	Substitute Teacher	New Hire		3/3/20
	Pappas	Carolina	Certificated Personnel	Substitute Teacher	New Hire		3/9/20
	Ragsdale	Loren	Certificated Personnel	Substitute Teacher	New Hire		3/16/20
	Rhee	Julie	Certificated Personnel	Substitute Teacher	New Hire		3/12/20
	Roberts	Samantha	Certificated Personnel	Substitute Teacher	New Hire		3/6/20
	Anderson	Annica	Acacia	Resource	Resignation		5/29/20
	Frazer	Katie	Sunset Lane	Speech	Resignation		3/12/20
	Hernandez	Danielle	Orangethorpe/Valencia Park	Teacher	Resignation		5/29/20
	Hartman	Joyce	Beechwood	Teacher	Retirement		5/29/20
	Khalili	Sorour	Student Support	Mental Health Coordinator	Retirement		6/4/20
	McComb	Yolanda	Raymond	Principal	Retirement		6/8/20
932	Aldridge	Sylvia	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
882	Anderson	Megan	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	Beijer	Meisje	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Boehm	Caroline	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
882	Bordy	Sandra	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Cat-Aurelio	Thuy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Chavez	Claudia	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
931	Chong	Christina	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach after school Basketball. Budget #0130423409-1901	1/15/20-3/15/20
915	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach after school Basketball. Budget #0130417409-1901	1/1/20-3/31/20
882	Guerrero	Danielle	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Khalili	Arielle	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	Klausmeier	Teresa	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Mortensen	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
932	Moyer	Maggie	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
878	Myers	David	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach girls Basketball. Budget #0130030409-1901	01/01/20-05/29/20
932	Pham	Crystal	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
882	Phillips	Carol	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
880	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for Kinder Assessment on 08/03/20. Budget #0121228101-1101	8/3/20
882	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Ramirez	Paul	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	Ramont	Tracy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Rezvani	Julie	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	San	Makothnimt h	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
883	Saul	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Sincere	Dionne	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
884	Sotolongo	Amy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
884	Stewart	Kimberly	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
931	Stricker	Matthew	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach after school Basketball. Budget #0130423409-1901	1/15/20-3/15/20
885	Stripe	Catherine	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
919	TBD		Educational Services	Teachers	Stipend	Approve stipend of \$120 for certificated employees to attend NGSS curriculum training. Names will be provided to payroll. Budget #0141355239-1901	6/1/20
920	TBD		Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employees to meet before school starts. Names to be provided after meeting. Budget #0130215101-1101	7/31/20-8/05/20
928	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$120 per day for certificated employees to attend Writer's Workshop for three days during summer. Names to be provided after training. Budget #0121552211-1901	7/28/20-7/30/20
884	Urrea	Natalie	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
921	Waisanen	Beniy	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130415109-1101	6/1/20-8/05/20
880	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for Kinder Assessment on 08/03/20. Budget #0121228101-1101	8/3/20
882	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Werderman	Emma	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
932	Williamson	Kyle	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
870	Choi	Charles	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach boys Basketball. Budget #0130411409-1901	01/29/20-03/11/20
871	Friesen	Dale	Fisler	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach girls Basketball. Budget #0130430409-1901	01/07/20-03/02/20
870	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach girls Basketball. Budget #0130411409-1901	01/29/20-03/11/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on April 14, 2020.

Clerk/Secretary

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: April 14, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Chess Masters After-School Enrichment Programs	Community Partner	Monetary Donation	Donation	\$270.00
Acacia	Tritone Music Academy, Inc.	Community Partner	Monetary Donation	School donation	\$144.00
Beechwood	Breakthrough Sports, LLC	Community Partner	Monetary Donation	Physical education supplies account	\$400.00
Commonwealth	Commonwealth PTA	PTA	Monetary Donation	All the Arts Program	\$975.00
Fisler	Fullerton Education Foundation	Community Partner	Monetary Donation	Grant for Broadcasting Livestream Equipment	\$2,000.00
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Tables for school	\$700.00
Golden Hill	Women's Club of Fullerton	Community Partner	Monetary Donation	Sensory garden for Special Education classes	\$5,000.00
Laguna Road	Laguna Road PTA	PTA	Monetary Donation	All the Arts Program	\$1,575.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner	Monetary Donation	Annual Campaign Enrichment	\$318.33
Maple	Uncle Bens c/o Ashley Findlay	Community Partner	Monetary Donation	School donation	\$5,000.00
Nicolas Jr. High	Fullerton Education Foundation	Community Partner	Monetary Donation	School Supplies	\$1,075.00
Orangethorpe	Sunset Lane PTA	PTA	Monetary Donation	School donation	\$334.02
Pacific Drive	Fullerton Presbyterian Church	Community Partner	Monetary Donation	Parking Lot use	\$1,000.00
Parks Jr. High	BSN Sports	Community Partner	Monetary Donation	After school sports	\$70.73
Parks Jr. High	Sung Song	Parent	Monetary Donation	Physical Conditioning Donation	\$50.00
Raymond	Raymond PTA	PTA	Monetary Donation	All the Arts Program	\$1,425.00
Richman	Richman PTA	PTA	Monetary Donation	All the Arts Program	\$1,875.00
Rolling Hills	Breakthrough Sports, LLC	Community Partner	Monetary Donation	Equipment for Physical education classes	\$175.00
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	Classroom Supplies	\$322.17
Sunset Lane	Ji and Kevin Yamachika	Parent	Monetary Donation	Speech and Debate	\$300.00
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	All the Arts Program	\$93.00
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	6th Grade Outdoor Education Fund	\$1,389.00

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0068 THROUGH N22C0071, N22D0284 THROUGH N22D0354, N22E0275 THROUGH N22E0346, N22M0258 THROUGH N22M0287, N22R0979 THROUGH N22R1069, N22S0012 THROUGH N22S0019, N22T0027, N22V0108 THROUGH N22V0129, N22X0386 THROUGH N22X0387, N22Y0084, N22Z0075 THROUGH N22Z0076 FOR THE 2019/2020 SCHOOL YEAR.

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0068 through N22C0071, N22D0284 through N22D0354, N22E0275 through N22E0346, N22M0258 through N22M0287, N22R0979 through N22R1069, N22S0012 through N22S0019, N22T0027, N22V0108 through N22V0129, N22X0386 through N22X0387, N22Y0084, N22Z0075 through N22Z0076 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0068	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0111654101 5210	Early Lrning Incl PreSchl Inst / Conferences and Meeting
N22C0069	ORANGE CNTY DEPARTMENT OF EDUC	350.00	350.00	0100000000 9330	Unrestricted / Prepaid Expenditures
N22C0070	PORTLAND CHILDREN'S MUSEUM	1,400.00	1,400.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
N22C0071	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
N22D0284	COASTAL ENTERPRISES	245.68	245.68	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22D0310	PERMA BOUND	258.01	258.01	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22D0311	DICK BLICK ART MATERIALS	145.85	145.85	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22D0312	KBI AND ASSOCIATES	234.50	234.50	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Ins
N22D0313	AMAZON.COM	399.60	399.60	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0314	AMAZON.COM	126.23	126.23	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Ins
N22D0315	AZTEC CONTAINER	195.00	195.00	0130411279 5899	LCFF Base Admin Beechwood / Other Expenses
N22D0316	AMAZON.COM	28.41	28.41	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22D0317	SIMPLE SOLUTIONS	538.42	538.42	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
N22D0318	AMAZON.COM	511.45	511.45	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0319	EPEUS SOLUTIONS	2,521.35	2,521.35	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies In
N22D0320	GOPHER SPORT	255.43	255.43	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0321	HERE COMES MONEY FUNDRAISING	343.25	343.25	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0322	GOPHER SPORT	104.28	104.28	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22D0323	SCHOLASTIC INC	700.80	700.80	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0324	LEE & LOW BOOKS INC	1,497.86	1,497.86	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0325	PEARSON ASSESSMENT INC	1,275.20	1,275.20	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22D0326	RAINBOW RESOURCE CENTER INC.	280.25	280.25	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22D0327	AMAZON.COM	57.55	57.55	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0328	ORIENTAL TRADING COMPANY	758.90	758.90	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies In

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0329	HOME SCIENCE TOOLS	120.52	120.52	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0331	SCHOLASTIC INC	315.83	315.83	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22D0332	AMAZON.COM	310.32	310.32	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22D0333	SCHOLASTIC MAGAZINES	216.66	216.66	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22D0334	AMAZON.COM	31.00	31.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22D0335	AMAZON.COM	369.82	369.82	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
N22D0336	AMAZON.COM	94.60	94.60	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22D0337	AMAZON.COM	72.14	72.14	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Ins
N22D0338	AMAZON.COM	67.87	67.87	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Ins
N22D0339	SOUND ADVICE LLC	2,880.00	2,880.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies In:
N22D0340	NATIONAL PEN COMPANY	173.41	173.41	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0341	HAZ RENTAL CENTER	795.00	795.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies In:
N22D0342	CAROLINA BIOLOGICAL SUPPLY COM	210.38	210.38	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0343	RIGHT WAY COMPANY, THE	663.74	663.74	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22D0344	SCHOOL MATE	2,359.33	2,359.33	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22D0345	APPLE COMPUTER INC	93.74	93.74	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22D0346	REALLY GOOD STUFF	631.80	631.80	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
N22D0347	AMAZON.COM	473.17	473.17	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22D0348	NEED4TEES	310.32	310.32	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0349	AMAZON.COM	55.99	55.99	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0350	DEMCO INC	41.71	41.71	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22D0351	NIEMANN, MICHAEL	242.98	242.98	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0353	KBI AND ASSOCIATES	272.95	272.95	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0354	KBI AND ASSOCIATES	217.63	217.63	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0275	GIVEN, STEPHANIE	34.39	34.39	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0276	ANDERSSON, ANNICA	38.76	38.76	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0277	MERDA, MEGAN	69.54	69.54	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0278	SHIM, JINI	26.94	26.94	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Ins
N22E0279	RUSIEWSKI, MICHELE	463.33	463.33	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ir
N22E0280	BEECHER, LINDA	100.00	100.00	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
N22E0281	RYAN, THERESA	69.60	69.60	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0282	RYAN, THERESA	90.69	90.69	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0283	LEE, LAUREN	741.31	741.31	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0284	TUCKER, CHRISTI	36.00	36.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0285	NGUYEN, MARY	62.62	62.62	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0286	CURLEY, CAROLE ANN	109.03	109.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0287	KHAMVONG, JEANETH	35.95	35.95	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22E0288	CHAMPLIN, BRANDY	106.16	106.16	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplie
N22E0289	LING, PHILLIP	35.96	35.96	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22E0290	ZAVALA, JAILENE	78.00	78.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0291	GUERRERO, REBECCA	901.69	901.69	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0294	ZAUCHA, MELISSA	82.61	82.61	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0295	PADILLA, PAT	129.18	129.18	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22E0297	PHILLIPS, MEGHAN	370.48	370.48	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22E0298	RAMIREZ, DANIELLE	91.69	91.69	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
N22E0299	KOJIMA, DEBRA	156.99	156.99	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0300	MILLS, ALINA	580.12	580.12	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0301	MILLS, ALINA	75.52	75.52	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0302	SHAFFER, MICHAEL	190.00	190.00	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0303	REGITZ, NANCY	404.36	404.36	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0304	LEE, LAUREN	14.97	14.97	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0305	ORWAT, DEBBIE	699.40	699.40	0111622101 4310	Donation Instr Pacific Drive / Materials and Supplies Instr
N22E0306	DESANTIAGO, VANESSA	96.00	96.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0307	ASCARI, PATRICIA	27.73	27.73	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0308	JONES, MARGARET JILLIAN	113.84	113.84	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0309	HANCOCK, EMILY	15.96	15.96	0111630101 4310	Donation Discretionary Fislser / Materials and Supplies Ins
N22E0310	DOUGLAS, MARK	316.10	316.10	0130230101 4310	LCFF Supplemental Instr Fislser / Materials and Supplies
N22E0311	COCKERILL, HEIDI ANN	36.93	36.93	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0312	KOJIMA, DEBRA	504.27	504.27	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0313	RUIZ, FRANCES	8.67	8.67	0151154321 5220	Psychological Services / Mileage
N22E0314	SOLTERO-RUIZ, DR ERLINDA	181.75	181.75	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0315	URREA, NATALIE	95.29	95.29	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22E0316	FOSCANTE-GWATNEY, AIMEE	110.00	110.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22E0317	KHALILI, SOROUR	120.94	120.94	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Ins
N22E0318	GOODRICH, JODY	115.08	115.08	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Ins
N22E0319	NASLUND, DARLENE	37.69	37.69	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22E0320	CENTENO, CRISTINA	43.24	43.24	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
N22E0321	SPERO, SARAH	115.69	115.69	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22E0322	BELEBER, JUDITH	66.72	66.72	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0323	KNOWLES, JUDY	184.79	184.79	0138952101 4310	Low Performing Student Instr / Materials and Supplies In:
N22E0324	HODGE, AUDREY	17.58	17.58	0138952101 4310	Low Performing Student Instr / Materials and Supplies In:
N22E0325	MCCOMB, YOLANDA	36.68	36.68	0130424279 4350	LCFF Base Admin Raymond / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22E0326	HERRERA-OCAMPO, CRISTY	28.10	28.10	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0327	ARELLANO-HERNANDEZ, ANA	36.40	36.40	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22E0328	KARCHER, NANCY	44.38	44.38	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22E0329	ARELLANO-HERNANDEZ, ANA	214.05	214.05	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0330	HERNANDEZ, MARISOL	96.00	96.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0331	ARREOLA, EVA	424.27	424.27	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22E0332	ABNEY, ANTHONY	33.95	33.95	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22E0333	ANDERSSON, ANNICA	44.99	44.99	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0334	CHUNG, AMY	63.36	63.36	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0335	MACHADO, LESLEY	29.40	29.40	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22E0336	SEIBERT, SANDRA	21.68	21.68	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies In
N22E0337	CHUNG, AMY	96.90	96.90	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0338	TOVAR, KARINA	13.90	13.90	0140819279 5901	Postage School Admin Maple / Communications Postage
N22E0339	CHUNG, AMY	214.92	214.92	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0340	RYNERSON, DOUG	43.58	43.58	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Offi
N22E0341	MONTOYA, KRISTIN	132.34	132.34	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Offi
N22E0342	COSGROVE, MARILEE	243.40	33.47 209.93	1208555101 4310 1234052101 4310	Fee Based Childcare Admin / Materials and Supplies Instr Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22E0343	OLSEN, STEPHANIE	432.80	432.80	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0344	SYLVESTER, AMY	21.75	21.75	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies In
N22E0345	SYLVESTER, AMY	102.95	102.95	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Inst
N22E0346	DUCHSHERER, KATHERINE	21.00	21.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22M0258	OMB ELECTRICAL ENGINEERS	6,900.00	6,900.00	8152451741 5805	Property and Liability / Consultants
N22M0259	TOM'S PLUMBING SERVICE INC	7,800.00	7,800.00	8152451741 5899	Property and Liability / Other Expenses

FULLERTON ELEMENTARY
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N22M0260	FENN TERMITE PEST AND CONTROL	675.00	675.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0261	T AND B ENGINEERING INC	2,200.00	2,200.00	8152451741 5805	Property and Liability / Consultants
N22M0262	ARCHITECTURE 9 PLLLP	4,800.00	4,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0263	ARCHITECTURE 9 PLLLP	4,800.00	4,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0264	IMPERIAL SPRINKLER SUPPLY INC	1,050.56	1,050.56	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
N22M0265	ARCHITECTURE 9 PLLLP	14,500.00	14,500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0266	STOTZ EQUIPMENT	7,710.47	7,710.47	0154753849 5640	Grounds Discretionary / Repairs by Vendors
N22M0267	NEW DIMENSIONS GENERAL CONSTRU	6,097.84	6,097.84	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0268	NEW DIMENSIONS GENERAL CONSTRU	5,844.04	5,844.04	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0269	NEW DIMENSIONS GENERAL CONSTRU	25,391.15	25,391.15	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0270	NEW DIMENSIONS GENERAL CONSTRU	6,174.70	6,174.70	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0271	FULLERTON FIRE DEPARTMENT	106.00	106.00	8152451741 5805	Property and Liability / Consultants
N22M0272	ARCHITECTURE 9 PLLLP	17,100.00	17,100.00	8152451741 5805	Property and Liability / Consultants
N22M0273	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0274	NEW DIMENSIONS GENERAL CONSTRU	4,410.00	4,410.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0275	BUILTALL	882,750.00	882,750.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0276	HAUFFE COMPANY INC	61,420.00	61,420.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0277	POCOCK DESIGN SOLUTIONS	1,051.25	1,051.25	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0278	MONTGOMERY HARDWARE COMPANY	1,451.65	1,451.65	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0279	STATE ARCHITECT, DIVISION OF T	3,300.00	3,300.00	8152451741 5899	Property and Liability / Other Expenses
N22M0280	SKC COMPANY	17,100.00	17,100.00	8152451741 5899	Property and Liability / Other Expenses
N22M0281	SKC COMPANY	90,000.00	90,000.00	8152451741 5899	Property and Liability / Other Expenses
N22M0282	OMB ELECTRICAL ENGINEERS	7,500.00	7,500.00	8152451741 5899	Property and Liability / Other Expenses
N22M0283	STATE ARCHITECT, DIVISION OF T	2,805.00	2,805.00	0153353859 5899	Maintenance Facilities DC / Other Expenses

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N22M0284	PRO LINE GYM FLOORS INC	4,150.00	4,150.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0285	PRO LINE GYM FLOORS INC	2,200.00	2,200.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0286	STATE ARCHITECT, DIVISION OF T	779.77	779.77	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0287	JOHN R BYERLY INC	19,530.00	19,530.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0979	EAGLE COMMUNICATIONS	3,595.92	3,595.92	0132952101 5900	AftrSchlEdSfty Cohort 6 Instr / Communications
N22R0986	AMAZON.COM	1,045.07	1,045.07	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0989	AMAZON.COM	386.55	386.55	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
N22R0990	SQUARE GROVE LLC THE HUMAN SOL	773.65	773.65	0130417279 6410	LCFF Base Admin Ladera Vista / New Equip Less Than
N22R0991	FULLERTON EDUCATION FOUNDATION	3,000.00	3,000.00	0130227101 5802	LCFF Suppl Instr Sunset Lane / Lecturers
N22R0992	ONEOC	6,500.00	6,500.00	0121229261 5805	Title I Woodcrest Parent Part / Consultants
N22R0993	DISCOUNT SCHOOL SUPPLY	2,823.00	2,258.40	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			564.60	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0994	APPLE COMPUTER INC	14,996.00	14,996.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0995	MERGE LABS INC	1,000.00	1,000.00	0111629101 4310	Donation Instruction Woodcrest / Materials and Supplies
N22R0996	PEARSON ASSESSMENT INC	1,792.73	1,792.73	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocc
N22R0997	LEVEL DATA INC	5,444.58	5,444.58	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0998	AMAZON.COM	1,313.81	1,051.02	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
			262.79	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0999	PARENT EDUCATION BRIDGE FOR	3,992.00	3,992.00	0121219101 5800	Title I Maple Instruction / Other Contracted Services
N22R1000	ILLUMINATE EDUCATION INC	5,000.00	5,000.00	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22R1001	CDW.G	461.61	461.61	0160690371 4350	Food Services / Materials and Supplies Office
N22R1002	RIVERSIDE ASSESSMENTS LLC	2,531.77	2,531.77	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocc
N22R1003	EAGLE COMMUNICATIONS	3,299.18	3,299.18	1208555271 5900	Fee Based Childcare Admin / Communications
N22R1004	HEAR AND C	409.45	409.45	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplic

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N22R1005	MIND INSTITUTE	4,040.63	4,040.63	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R1006	LONG BEACH AQUARIUM OF THE PAC	374.00	374.00	0140155239 5850	Curriculum Development Discret / Admission Fees
N22R1007	WESTERN PSYCHOLOGICAL SERVICES	365.03	365.03	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22R1008	AMAZON.COM	85.90	85.90	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1009	APPLE COMPUTER INC	139.00	139.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R1010	HEINEMANN PUBLISHING	5,029.01	5,029.01	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr
N22R1011	AMAZON.COM	112.06	112.06	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R1012	LA HABRA HIGH SCHOOL	175.00	175.00	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R1013	BLINK GRAPHICS LLC	663.74	663.74	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22R1015	OC UNITED TOGETHER	350.00	350.00	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
N22R1016	GROWING EDUCATORS INC	4,800.00	4,800.00	0109411102 5805	Foundation Instr Beechwood / Consultants
N22R1017	APPLE COMPUTER INC	4,174.24	4,174.24	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22R1018	REAL OT SOLUTIONS INC	149.24	149.24	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22R1019	CHALK SPINNER LLC	1,090.92	1,090.92	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R1020	CULVER NEWLIN INC	1,149.15	1,149.15	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In
N22R1021	AMAZON.COM	161.30	161.30	0150855359 4350	District Testing / Materials and Supplies Office
N22R1022	AMAZON.COM	10.76	10.76	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R1023	MOBILE ED PRODUCTIONS INC.	795.00	795.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22R1025	PAR INC	716.49	716.49	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocc
N22R1026	HISTORY BROUGHT TO LIFE	1,300.00	1,300.00	0111630101 5800	Donation Discretionary Fisler / Other Contracted Services
N22R1027	AMAZON.COM	417.92	417.92	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1028	AMAZON.COM	203.33	203.33	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R1029	SCHOLASTIC MAGAZINES	607.20	607.20	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22R1030	PROMELI VIDEOWORKS	1,460.00	300.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies

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N22R1030	*** CONTINUED ***				
			1,160.00	0140955249 5800	Info Systems Serv Media DC / Other Contracted Services
N22R1031	FULLERTON MUSEUM CENTER	810.00	810.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22R1032	INTERACT	89.95	89.95	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1033	RUG-ED PRODUCTS INC	1,034.40	1,034.40	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ir
N22R1034	GENERAL BINDING CORP	472.16	472.16	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
N22R1035	SUPER DUPER PUBLICATIONS	829.68	829.68	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocol
N22R1036	AMAZON.COM	97.25	97.25	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In
N22R1037	AMAZON.COM	621.69	621.69	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1038	AMAZON.COM	832.47	832.47	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R1039	GLASBY MAINTENANCE SUPPLY COMP	885.71	885.71	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R1040	GLASBY MAINTENANCE SUPPLY COMP	21,140.55	21,140.55	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R1041	TRANSPORTATION CHARTER	625.00	625.00	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
N22R1042	NIEMANN, MICHAEL	4,930.09	4,930.09	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1043	REVOLUTION ENTERPRISES INC	63.44	63.44	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In
N22R1044	APPLE COMPUTER INC	160.55	160.55	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R1045	AMAZON.COM	1,032.27	1,032.27	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R1046	YI, YOUNGMI	300.00	300.00	0122452101 5805	Title III Limited Engl Central / Consultants
N22R1047	LEGO EDUCATION	1,349.63	1,349.63	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1048	CDW.G	5,360.65	5,360.65	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies In
N22R1049	IRVINE RANCH OUTDOOR EDUCATION	13,500.00	13,500.00	0111612141 5850	Donation Outdoor Education CW / Admission Fees
N22R1050	THE SENSORY PATH INC	730.38	730.38	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R1051	APPLE COMPUTER INC	326.17	326.17	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Inst
N22R1052	SUPPLY MASTER	859.84	859.84	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000

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N22R1053	AMAZON.COM	1,809.29	1,809.29	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R1054	ONEOC	4,000.00	4,000.00	0121228101 5805	Title I Valencia Park / Consultants
N22R1055	AMAZON.COM	410.89	410.89	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1056	AMAZON.COM	62.51	62.51	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1057	AMAZON.COM	75.83	75.83	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1058	EAGLE COMMUNICATIONS	1,518.72	1,518.72	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22R1059	SCHOLASTIC INC	116.76	116.76	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1060	CDW.G	7,982.87	7,982.87	0153050799 4350	Business Administration DC / Materials and Supplies
N22R1061	INSECT LORE PRODUCTS	239.59	239.59	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R1062	AMAZON.COM	23.93	23.93	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R1063	GENERAL BINDING CORP	1,005.96	1,005.96	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies In
N22R1065	CHEFS TOYS ADVANTAGE	1,497.73	1,497.73	0160690371 4350	Food Services / Materials and Supplies Office
N22R1066	SOUTHWEST SCHOOL AND OFFICE SU	24,513.13	24,513.13	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1067	AMAZON.COM	1,486.70	1,486.70	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1068	AMAZON.COM	49.55	49.55	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R1069	CULVER NEWLIN INC	5,860.74	5,860.74	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22S0012	AMAZON.COM	64.60	64.60	0100000000 9320	Unrestricted / Stores
N22S0013	AMAZON.COM	221.10	221.10	0100000000 9320	Unrestricted / Stores
N22S0014	COSTCO WHOLESALE	202.50	202.50	0100000000 9320	Unrestricted / Stores
N22S0016	GLASBY MAINTENANCE SUPPLY COMP	9,470.97	9,470.97	0100000000 9320	Unrestricted / Stores
N22S0017	COSTCO WHOLESALE	313.23	313.23	0100000000 9320	Unrestricted / Stores
N22S0018	AMAZON.COM	90.43	90.43	0100000000 9320	Unrestricted / Stores
N22S0019	SPICERS PAPER	22,168.25	22,168.25	0100000000 9320	Unrestricted / Stores
N22T0027	A-Z BUS SALES	919.70	919.70	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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N22V0108	APPLE COMPUTER INC	1,125.55	1,125.55	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0119	CDW.G	1,450.60	1,450.60	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
N22V0122	PLUMBING AND INDUSTRIAL SUPPLY	554.44	554.44	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0123	MCDONNELL AND CO INT'L INC	1,587.58	1,587.58	0130419109 6410	LCFF Base Instruction Maple / New Equip Less Than \$10,000
N22V0124	METEOR EDUCATION LLC	2,078.43	1,009.10	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
			1,069.33	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
N22V0125	CDW.G	1,291.92	1,291.92	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
N22V0126	APPLE COMPUTER INC	5,138.45	642.20	8152451741 4350	Property and Liability / Materials and Supplies Office
			4,496.25	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0127	APPLE COMPUTER INC	3,411.74	3,411.74	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than \$10,000
N22V0128	GLASBY MAINTENANCE SUPPLY COMP	881.83	881.83	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
N22V0129	CHEFS TOYS ADVANTAGE	49,127.97	2,115.22	0160690371 4350	Food Services / Materials and Supplies Office
			47,012.75	0160690371 6410	Food Services / New Equip Less Than \$10,000
N22X0386	FIRST EVANGELICAL FREE CHURCH	1,000.00	1,000.00	0135555103 5210	BTSA Instruction / Conferences and Meetings
N22X0387	ALLEN, MYRA	3,500.00	3,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22Y0084	JONES SR, JOHN P	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22Z0075	ARAMARK UNIFORM SERVICE	750.00	750.00	0153353819 4362	Plant Maintenance DC / Supplies Uniforms
N22Z0076	TOM'S PLUMBING SERVICE INC	10,775.00	10,775.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	1,358,431.00			
	Fund 12 Total:	13,810.05			
	Fund 25 Total:	1,051.25			
	Fund 81 Total:	183,963.01			
	Total Amount of Purchase Orders:	1,557,255.31			

**Addendum to
Purchase Order Report**

April 14, 2020 Meeting

The following purchase orders do not appear on the detail report for this period:

PO #	Vendor	Amount	Budget	Amount
N22D0330	Vanderbilt University	\$47.10	01302251014310	LCFF Supplemental Inst Richman
N22D0352	Pressavvy Inc	\$427.04	01304231094310	LCFF Base Instruction Parks
N22E0292	Kim, Sue	\$18.63	01116191014310	Donation Instruction Maple
N22E0293	Kim, Sue	\$17.23	01116191014310	Donation Instruction Maple
N22R1064	Curriculum Associates LLC	\$9,000.00	01116181914310	Donation Instruction Laguna Rd
		\$6,553.60	01304181094310	LCFF Base Instr Laguna Road
		\$1,500.00	01304182795805	LCFF Base Admin Laguna Rd

The following purchase orders were cancelled but didn't appear on the report for this period:

PO #	Vendor	Amount	Budget	Amount
N22R1014	OC United Together	\$350.00	01355551034310	BTSA Instruction
N22R1024	Showbie Inc	\$149.00	01812211014310	Instr Mat Lottery Orangethorpe
N22X0385	First Evangelical Free Church	\$1,000.00	01355551035210	BTSA Instruction

Debbie Hjorth
Buyer

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0053	ATKINSON ANDELSON LOYA RUDD RO	347.00	+50.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
N22R0497	IRVINE PARK RAILROAD INC	1,536.00	+16.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0950	JAM FIRE PROTECTION INC	5,035.03	+5,035.03	8152451741 5805	Property and Liability / Consultants
			-3,955.03	8152451741 5899	Property and Liability / Other Expenses
N22R0971	HEINEMANN PUBLISHING	4,110.66	+24.41	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22X0021	DEELITE DISTRIBUTION	1,800.00	+200.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
N22X0041	EARTHQUAKE MANAGEMENT	25,000.00	+20,000.00	8152451741 4350	Property and Liability / Materials and Supplies Office
N22X0046	DEELITE DISTRIBUTION	2,000.00	+1,000.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies Inst
N22X0053	SMART AND FINAL STORES CORPORA	1,300.00	+300.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22X0054	COSTCO WHOLESALE	1,000.00	+300.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22X0071	ALBERTSON'S LLC	450.00	+150.00	0130423119 4310	LCFF Base Science Parks JrHigh / Materials and Supplies
N22X0108	SOUTHWEST SCHOOL AND OFFICE SU	16,000.00	+4,000.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
N22X0134	SPICERS PAPER	34,000.00	+5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0141	COSTCO WHOLESALE	717.00	+217.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0167	SOUTHWEST SCHOOL AND OFFICE SU	20,000.00	+5,000.00	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr
N22X0211	SOUTHWEST SCHOOL AND OFFICE SU	23,000.00	+8,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0226	ADAMSON, GREG	24,500.00	+3,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0227	ANDERSON, VERONICA	25,500.00	+3,400.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0237	CUARA, FIORELLA	12,000.00	+3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0238	CUEVAS, ROXANNE	11,700.00	+2,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0243	FLOWERS, SOPHIA	15,400.00	+5,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0244	GARNER, CHRISTINA L	10,500.00	+3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0247	GREEN, BRYAN	25,600.00	+3,200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0249	ORR, THERESA	30,500.00	+6,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0292	TASHA'S TRAINING AND CONSULTIN	35,000.00	+15,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0309	COSTCO WHOLESALE	5,700.00	+1,200.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0314	PROCARE THERAPY INC	170,000.00	+70,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0328	MORALES, ELIZABETH	3,450.00	+773.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22X0339	KNOWLEDGE SAVES LIVES INC	17,970.00	-15,000.00	8152451741 5800	Property and Liability / Other Contracted Services
N22X0340	RETURN TO WORK PARTNERS INC	40,000.00	+20,000.00	0152451749 5805	Employee Benefits Discr / Consultants
N22X0341	RUEDAS, DIANA	23,200.00	+8,700.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0367	ACTIVE STEPS LLC	90,000.00	+50,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0380	SUBWAY 36215	6,300.00	+1,200.00	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Office
N22Y0022	ORANGE COUNTY TANK TESTING	4,100.00	+600.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0037	UPLAND SOUND SHOP	1,850.00	-200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+350.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0040	ACE INDUSTRIAL SUPPLY INC.	482.00	-1,518.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0045	GOLDEN WEST INDUSTRIAL SUPPLY	1,755.00	-245.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0055	TRUCPARCO	3,000.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Z0018	GLASBY MAINTENANCE SUPPLY COMP	270,000.00	+50,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
N22Z0031	MONTGOMERY HARDWARE COMPANY	35,000.00	+5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0038	PRAXAIR DISTRIBUTION	1,000.00	+500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0042	ROTO ROOTER	16,700.00	+2,700.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:		279,117.41		
	Fund 81 Total:		6,080.00		
	Total Amount of Change Orders:		285,197.41		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0056	ORANGEWOOD CHILDREN'S	1,400.00	1,400.00	1234052101 5210	Qlty Rating Impr Sys Instr / Conferences and Meetings
N22E0057	O'CONNELL, REBECCA	76.66	76.66	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Ins
N22E0125	CONTRERAS, JASEL	40.88	40.88	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Ins
N22E0296	COCKERILL, HEIDI ANN	184.79	184.79	0138952101 4310	Low Performing Student Instr / Materials and Supplies
N22M0254	ANACAL ENGINEERING COMPANY INC	6,045.00	6,045.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0846	ORANGE CNTY DEPARTMENT OF	1,441.50	1,441.50	0111610101 5850	Donation Instr Acacia / Admission Fees
N22R0969	IRVINE RANCH OUTDOOR EDUCATION	33,200.00	33,200.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0973	CALIFORNIA WEEKLY EXPLORER INC	1,870.00	1,870.00	0111616101 5802	Donation Instruction Hermosa / Lecturers
N22S0015	SOUTHWEST SCHOOL AND OFFICE SU	1,764.95	1,764.95	0100000000 9320	Unrestricted / Stores
N22Y0053	TARCO INDUSTRIES INC	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0058	PAUL'S COMMERCIAL BUS TRAINING	12,057.50	12,057.50	0156556369 5800	Home to Sch Transportation DC / Other Contracted
P22ER109	AMAZON.COM		1,570.06	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		1,570.06			
		Fund 01 Total:	60,251.34		
		Fund 12 Total:	1,400.00		
		Total Amount of Purchase Orders:	61,651.34		

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220503 THROUGH 220568 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated February 21, 2020 through March 26, 2020 contains purchase orders numbered 220503 through 220568 for the 2019/2020 school year totaling \$763,752.84. Purchase order numbers 220504, 220528, 220529, 220530, 220532, 220534, 220535, 220537, 220543, 220545, 220546, 220547 and 220558 were voided.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220503 through 220568 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 2/21/2020 and 3/26/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220513	2/27/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2829	\$2,829.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2267	\$6,801.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2078	\$14,546.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
60	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$6.90	
4	ea	12350	NonFat Gal. Pl	\$5.0995	\$20.40	
75	ea	19040	Straw Splash 1/2 Pt Eco	\$0.3273	\$24.55	
270	ea	16040	Choc Milk, NonFat Eco	\$0.2178	\$58.81	
6	ea	25350	Juice, Orange Gal	\$4.5163	\$27.10	
					Sales Tax:	\$0.00
					P.O. Total:	\$35,701.25

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220514	2/27/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.9900	\$59.70	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.4600	\$42.30	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4228	\$14.23	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5163	\$90.33	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5109	\$12.55	
					Sales Tax:	\$0.00
					P.O. Total:	\$887.13

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220515	2/27/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2829	\$1,414.50	
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2267	\$1,133.50	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2078	\$3,117.00	
90	EA	16040	Choc Milk, NF 1/2 PT Eco (CACFP)	\$0.2178	\$19.60	
19	CS	52101	Yogurt, Straw/Banana Dannon 48/4oz (CACFP)	\$10.6800	\$202.92	
1	cs	45876	SoyMilk, Van 18/8oz	\$14.0000	\$14.00	
1020	ea	52492	Yogurt, 1/2 PT Strawberry/Banana	\$0.5204	\$530.81	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,432.33

Vendor Total: \$43,020.71

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hubert Company	220506	2/24/2020	2/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	ea	1	Mini Turner, Polypropylene #97160 2 1/2Lx2 1/4	\$4.2900	\$102.96	
6	ea	1	Tong, Scalloped Plastic #62869 6"L	\$1.1900	\$7.14	
24	ea	1	Spoon, Buffet Plastic #64208 8"L	\$1.3900	\$33.36	
1	ea	1	Shipping	\$22.7700	\$22.77	
					Sales Tax:	\$11.12
					P.O. Total:	\$177.35

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 2/21/2020 and 3/26/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$177.35
Fullerton School District	220563	3/26/2020	2/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Actual 7B Payroll per February Bitech Report	307,062.6200	\$307,062.62	
1	ea	2	Actual Dist. Expenses per February Bitech Rep	\$1,865.2300	\$1,865.23	
1	ea	3	Catering Invoices Credit	11,675.9000)	(\$11,675.90)	
Sales Tax:						\$0.00
P.O. Total:						\$297,251.95
Fullerton School District	220566	3/26/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per March Bitech	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per March Bitech	\$20,000.0000	\$20,000.00	
Sales Tax:						\$0.00
P.O. Total:						\$220,000.00
Vendor Total:						\$517,251.95
Gold Star Foods Inc.	220503	2/21/2020	3/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,739.80	
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.	\$52.4400	\$314.64	
45	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,051.20	
5	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$231.30	
Sales Tax:						\$0.00
P.O. Total:						\$4,336.94
Gold Star Foods Inc.	220507	2/24/2020	2/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs	\$28.5300	\$513.54	
Sales Tax:						\$0.00
P.O. Total:						\$513.54
Gold Star Foods Inc.	220508	2/24/2020	3/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
51	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,185.35	
78	case	56044	Spaghetti, Beef GS#401074 6/5# JTM	\$36.0800	\$2,814.24	
12	case	30326	Breadstick, Garlic GS#134819 320/case	\$36.2900	\$435.48	
56	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$2,920.40	
3	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$30.2900	\$90.87	
44	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$15.2900	\$672.76	
14	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$70.0300	\$980.42	
Sales Tax:						\$0.00
P.O. Total:						\$10,099.52
Gold Star Foods Inc.	220509	2/24/2020	3/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8100	\$103.62	
Sales Tax:						\$0.00
P.O. Total:						\$103.62

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220510	2/24/2020	3/10/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	Case	123	Cinnamon Toast Crunch Bulk (GS#200836)	\$41.2000	\$41.20		
1	Case	123	Trix Bulk (GS# 200854)	\$33.3100	\$33.31		
1	Case	123	Cocoa Puffs (GS# 200874)	\$36.2300	\$36.23		
1	Case	123	Lucky Charms (GS# 200872)	\$37.1700	\$37.17		
1	Case	123	UG Tortilla 12" (GS# 303544)	\$22.9300	\$22.93		
						Sales Tax:	\$0.00
						P.O. Total:	\$170.84
Gold Star Foods Inc.	220512	2/26/2020	3/17/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	Case	123	Diced Ham (GS# 101132)	\$36.2500	\$36.25		
2	case	123	Sliced Pepperoni (GS# 100562)	\$39.9400	\$79.88		
1	Case	123	Sliced Pepperoni (GS# 113196)	\$45.5000	\$45.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$161.63
Gold Star Foods Inc.	220516	2/28/2020	3/10/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
105	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs	\$9.7100	\$1,019.55		
105	case	3105	Milk White,LowFat, GS#203000 27/8oz/case	\$9.1200	\$957.60		
6	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$277.56		
6	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$140.16		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,394.87
Gold Star Foods Inc.	220518	3/2/2020	3/17/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	Case	111	Chili Powder (GS# 202030)	\$19.0400	\$114.24		
6	Case	111	Cumin (GS# 202036)	\$21.0300	\$126.18		
						Sales Tax:	\$0.00
						P.O. Total:	\$240.42
Gold Star Foods Inc.	220519	3/5/2020	3/20/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	11076	Juice, Lemon GS# 200550 4/1 gal.	\$37.1800	\$74.36		
						Sales Tax:	\$0.00
						P.O. Total:	\$74.36
Gold Star Foods Inc.	220520	3/6/2020	3/10/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.	\$52.4400	\$314.64		
						Sales Tax:	\$0.00
						P.O. Total:	\$314.64
Gold Star Foods Inc.	220523	3/9/2020	3/13/2020	3/16/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
65	cs	1	Bottled Water GS# 209908	\$4.9400	\$321.10		
						Sales Tax:	\$0.00
						P.O. Total:	\$321.10
Gold Star Foods Inc.	220524	3/9/2020	3/13/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.9400	\$321.10		

Purchase Orders - Detail

3/26/2020 12:58:27 PM

Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220524	3/9/2020	3/13/2020	3/17/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220526	3/10/2020	3/17/2020	3/13/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
54	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701		\$15.8200	\$854.28
10	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$276.40
					Sales Tax:	\$0.00
					P.O. Total:	\$1,130.68
Gold Star Foods Inc.	220531	3/10/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
14	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$327.04
6	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$44.0400	\$264.24
12	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$209.64
14	case	12003	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$483.56
24	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$458.88
13	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$62.1400	\$807.82
7	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.		\$52.4400	\$367.08
					Sales Tax:	\$0.00
					P.O. Total:	\$4,420.86
Gold Star Foods Inc.	220533	3/10/2020	4/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	33012	Turkey Ham and Cheese Anytimers #10206 48/cs		\$78.7100	\$1,574.20
					Sales Tax:	\$0.00
					P.O. Total:	\$1,574.20
Gold Star Foods Inc.	220536	3/11/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	Cs	1	Queso Blanco GS# 402119		\$32.4600	\$32.46
					Sales Tax:	\$0.00
					P.O. Total:	\$32.46
Gold Star Foods Inc.	220538	3/12/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.		\$52.4400	\$157.32
20	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$9.7600	\$195.20
					Sales Tax:	\$0.00
					P.O. Total:	\$352.52
Gold Star Foods Inc.	220541	3/12/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs		\$13.6400	\$818.40
					Sales Tax:	\$0.00
					P.O. Total:	\$818.40
Gold Star Foods Inc.	220544	3/12/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
54	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$36.6000	\$1,976.40
54	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$1,032.48
40	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25		\$46.9900	\$1,879.60
47	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs		\$81.5060	\$3,830.78

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220544	3/12/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$8,719.26
Gold Star Foods Inc.	220552	3/17/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
56	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$2,061.92
64	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$1,769.60
45	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$41.4000	\$1,863.00
40	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$2,312.80
56	case	59044	Pizza, Cheese IW GS#403232 Tony's 72/case		\$41.6200	\$2,330.72
50	case	11041	Applesauce, Motts #209163 72/4oz/cs		\$24.2000	\$1,210.00
					Sales Tax:	\$0.00
					P.O. Total:	\$11,548.04
Gold Star Foods Inc.	220553	3/17/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
56	cs	1	Sandwich,Grilled Cheese IW WG72/4.19oz		\$41.8800	\$2,345.28
					Sales Tax:	\$0.00
					P.O. Total:	\$2,345.28
Gold Star Foods Inc.	220554	3/18/2020	4/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	cs	1	Sandwich,Sunbutter Grape GS#406785 48/5.2oz		\$68.1800	\$2,045.40
					Sales Tax:	\$0.00
					P.O. Total:	\$2,045.40
Gold Star Foods Inc.	220556	3/20/2020	3/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$1,168.00
56	case	30015	CornDog,Chkn WGJumbo IW(D.Lee)GS#134372 72/cs		\$37.5300	\$2,101.68
					Sales Tax:	\$0.00
					P.O. Total:	\$3,269.68
Gold Star Foods Inc.	220557	3/20/2020	3/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
100	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs		\$9.7100	\$971.00
80	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$41.4000	\$3,312.00
120	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$3,318.00
100	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$3,682.00
100	case	59044	Pizza, Cheese IW GS#403232 Tony's 72/case		\$41.6200	\$4,162.00
100	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$5,782.00
					Sales Tax:	\$0.00
					P.O. Total:	\$21,227.00
Gold Star Foods Inc.	220559	3/24/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
75	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz		\$52.1500	\$3,911.25
					Sales Tax:	\$0.00
					P.O. Total:	\$3,911.25
Gold Star Foods Inc.	220560	3/24/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$1,841.00
10	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$276.50
110	case	30214	Taco Stick, Beef GS#400946 IW 50/case		\$38.2900	\$4,211.90

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220560	3/24/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$6,329.40
Gold Star Foods Inc.	220561	3/24/2020	3/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
180	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.		\$15.3500	\$2,763.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,763.00
Gold Star Foods Inc.	220565	3/26/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
100	case	11041	Applesauce, Motts #209163 72/4oz/cs		\$24.2000	\$2,420.00
100	case	11053	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$3,454.00
					Sales Tax:	\$0.00
					P.O. Total:	\$5,874.00
Gold Star Foods Inc.	220567	3/26/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4		\$59.7400	\$1,194.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,194.80
Gold Star Foods Inc.	220568	3/26/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,698.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,698.80
Vendor Total:						\$98,307.61
P & R Paper Supply Company, Inc.	220517	2/28/2020	3/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	cs	1	Bowl, Dart Foam 8oz #DRT8B20 20/50/cs		\$23.7500	\$47.50
					Sales Tax:	\$0.00
					P.O. Total:	\$47.50
P & R Paper Supply Company, Inc.	220542	3/12/2020	3/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	86207	Tray, 2 Pocket Hambrgr, PAR-21957 Black 1M/cs		\$90.7000	\$1,814.00
20	case	84802	Lid, Dome PAR-21939 Clear - Harmburger Try 1000/cs		\$75.6500	\$1,513.00
20	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$202.00
5	case	81102	Bag Bun pan 10x14 ELK-BOR1014HD 1000/cs		\$13.9000	\$69.50
					Sales Tax:	\$21.05
					P.O. Total:	\$3,619.55
P & R Paper Supply Company, Inc.	220549	3/16/2020	3/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	cs	1	Bag, Lunch #8 AJM-8LBW 500/cs		\$16.3000	\$652.00
					Sales Tax:	\$0.00
					P.O. Total:	\$652.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220550	3/17/2020	3/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs		\$34.3500	\$274.80
50	case	86101	Tray, 8.5x5.5 Regal Plaid Carry CHI-R963CT 500/cs		\$17.5000	\$875.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,149.80
P & R Paper Supply Company, Inc.	220555	3/19/2020	3/20/2020	3/25/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	80019	Aprons, Plastic, Goldmax 1532 20/50/cs		\$33.1200	\$165.60
					Sales Tax:	\$12.83
					P.O. Total:	\$178.43
P & R Paper Supply Company, Inc.	220562	3/24/2020	3/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs		\$18.8000	\$752.00
					Sales Tax:	\$58.28
					P.O. Total:	\$810.28
					Vendor Total:	\$6,457.56
Chefs' Toys	220505	2/21/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	RF-90-SS-3S-	Reach - In Dual Temp Cabinet		\$12,146.0700	\$12,146.07
1	ea	CT Services	Chefs' Toys Services		\$185.0000	\$185.00
					Sales Tax:	\$955.66
					P.O. Total:	\$13,286.73
					Vendor Total:	\$13,286.73
Affiliated Packaging Spec.	220521	3/9/2020	3/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Lazy Susan - 3 ft. diameter		\$3,950.0000	\$3,950.00
1	ea	2	Installation & Set up		\$75.0000	\$75.00
1	ea	3	Shipping		\$250.0000	\$250.00
					Sales Tax:	\$306.13
					P.O. Total:	\$4,581.13
					Vendor Total:	\$4,581.13
Arrow Restaurant Equipment & Supplies	220522	3/9/2020	3/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	RO-151-FUA-	Rethermalization & Holding Cabinet		\$8,001.0000	\$8,001.00
					Sales Tax:	\$620.08
					P.O. Total:	\$8,621.08
					Vendor Total:	\$8,621.08

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Quick Dispense, Inc.	220511	2/25/2020	2/25/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	10104	Coffee,Orgnic Frnch Rst Grn Mtn#4692 50/2.5oz/case	\$65.9450	\$659.45		
					Sales Tax:	\$0.00	
					P.O. Total:	\$659.45	
					Vendor Total:	\$659.45	
Maria Teresa Gonzalez	220548	3/13/2020	3/13/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Walmart, Invoice dated 3/13/20	\$5.2300	\$5.23		
					Sales Tax:	\$0.00	
					P.O. Total:	\$5.23	
					Vendor Total:	\$5.23	
Frill, LLC	220551	3/17/2020	3/17/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	cs	1	Ice Cream,Intense Choc 3.5oz	\$21.8400	\$873.60		
35	cs	1	Ice Cream,Bursting Berries 3.5oz	\$21.8400	\$764.40		
1	ea	1	Shipping Charge	\$226.7900	\$226.79		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,864.79	
					Vendor Total:	\$1,864.79	
California Industrial	220539	3/12/2020	3/12/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	hr	1	Labor	\$125.0000	\$500.00		
1	ea	2	Service Charge	\$125.0000	\$125.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$625.00	
California Industrial	220540	3/12/2020	3/12/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	hr	1	Labor	\$125.0000	\$500.00		
1	ls	2	Materials	\$299.5000	\$299.50		
1	ea	3	Freight /Delivery	\$29.0000	\$29.00		
1	ea	4	Service Charge	\$125.0000	\$125.00		
					Sales Tax:	\$25.46	
					P.O. Total:	\$978.96	
					Vendor Total:	\$1,603.96	
R&S Overhead Doors of So. Cal., Inc.	220525	3/9/2020	3/9/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	New 12 x 12 Heavy Duty Rolling Steel Door	\$5,100.0000	\$5,100.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
R&S Overhead Doors of So. Cal., Inc.	220525	3/9/2020	3/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$5,100.00
R&S Overhead Doors of So. Cal., Inc.	220527	3/10/2020	3/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	ls	1	Service 3 Rolling Counter-Top Doors			\$836.0000 \$836.00
					Sales Tax:	\$0.00
					P.O. Total:	\$836.00
					Vendor Total:	\$5,936.00

TOTAL
(NET OF OPEN P.O.'S) \$ 658,752.84

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 126860 THROUGH 127441 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 126860 through 127441 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

Fund	Amount
01 General Fund	\$3,521,121.45
12 Child Development	17,145.20
25 Capital Facilities	909.22
40 Special Reserve	1,650.00
68 Workers' Compensation	60,125.00
81 Property / Liability Insurance	378,575.86
Total	\$3,979,526.73

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$3,979,526.73 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 126860 through 127441 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14192 THROUGH 14246 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$785,011.21, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN JOHN PAUL (“J.P.”) JONES, A STATE CERTIFIED INSTRUCTOR, TO PROVIDE TRAINING SERVICES TO OUR SCHOOL BUS DRIVERS IN ORDER TO REMAIN COMPLIANT WITH STATE LAWS AND REGULATIONS DURING THEIR EMPLOYMENT AT FULLERTON SCHOOL DISTRICT

Background: Bus Drivers are required to receive a minimum of 10 hours training annually to comply with state laws and regulations and legally drive a school bus. A State Certified Instructor must prepare all training documentation. Fullerton School District is currently recruiting for a State Certified Instructor.

Rationale: This will meet the State minimum requirement to ensure that Fullerton School District Bus Drivers are compliant in safety training, state laws and regulations until hiring our new State Certified Instructor.

Funding: Cost is not to exceed \$10,000 from the Transportation Department budget.

Recommendation: Approve Independent Contractor Agreement between John Paul (“J.P.”) Jones, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.

RC:MM:JM

Attachment

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District" and John Paul Jones

Name of Independent Contractor

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide Provide training services to school bus drivers to be compliant with State Laws and Regulations. hereinafter referred to as "Services." (Describe services or refer to a written proposal and attach the proposal as an exhibit to the Agreement.)

Services shall be provided by (Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on April 15, 2020, and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Ten Thousand Dollars Dollars (\$10,000.00). District shall pay Contractor according to the following terms and conditions:

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: (Describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A.) N/A

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed

insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000 Employers' Liability

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: _____

Contractor:
Name:
Address:
City, ST, Zip:
Attn:

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 15th day of APRIL, 2020.

FULLERTON SCHOOL DISTRICT

CONTRACTOR NAME:

By: _____

By: _____

(Signature) _____

(Signature) _____

Title:

Title:

Date:

Date:

**Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833**

Taxpayer I.D. Number: _____

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 3 (JANUARY 1, 2020 – MARCH 31, 2020)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians “Complaint Rights” is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

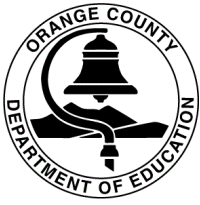
	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2020 – March 31, 2020).

CH:nm
Attachment



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2019-20**

District: _____

District Contact: _____

Title: _____

- Quarter #1 July 1 – September 30, 2019 **Report due by October 25, 2019**
- Quarter #2 October 1 – December 31, 2019 **Report due by January 31, 2020**
- Quarter #3 January 1 – March 31, 2020 **Report due by April 24, 2020**
- Quarter #4 April 1 – June 30, 2020 **Report due by July 31, 2020**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **ADOPT RESOLUTION #19/20-16 PROCLAIMING MAY 3-9, 2020 AS TEACHER APPRECIATION WEEK AND MAY 6-12, 2020 AS NATIONAL NURSES WEEK IN THE FULLERTON SCHOOL DISTRICT**

Background: The California Teachers Association and the National Educators Association collaborate in recognizing the contribution of teachers to public education by recognizing teachers throughout the State. The National American Nurses Association recognizes the contributions of all nurses nationwide. This year, Teacher Appreciation Week is designated for May 3-9, 2020 and National Nurses Week is designated for May 6-12, 2020.

School districts are encouraged to celebrate and recognize teachers and nurses during this week.

Rationale: The impact of participating in a statewide and nationwide effort for these honorable professions enhances the celebration. The Board of Trustees initiates the District's recognition by adopting a resolution proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-16 proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-16
PROCLAIMING MAY 3-9, 2020 AS “TEACHER APPRECIATION WEEK”
AND MAY 6-12, 2020 AS “NATIONAL NURSES WEEK”

WHEREAS, teachers personify America’s belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, teachers strive to make every classroom an exciting, productive place to learn and grow; and

WHEREAS, teachers reach out to foster the well-being of each student, regardless of ability, social or economic background, race, ethnic origin, or religion; and

WHEREAS, the Fullerton community appreciates the extra efforts of Fullerton teachers and nurses who have been recognized for their excellence; and

WHEREAS, teachers and nurses influence our lives long after our school days are only memories, and

WHEREAS, families deserve to feel confident that their children will be cared for when they are at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student’s academic success for more than 100 years; and

WHEREAS, school nurses address the home and community factors (e.g. social determinants) that impact students’ health; and

WHEREAS, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children’s health by promoting wellness and improving health outcomes for our nation’s children; and

WHEREAS, school nurses are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore be it

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim Sunday, May 3, 2020 through Saturday, May 9, 2020 as Teacher Appreciation Week and Wednesday, May 6, 2020 through Tuesday, May 12, 2020 as National Nurses Week.

We urge all citizens to observe this week by taking time to remember and salute the teachers and nurses who shaped our lives and continue to shape the future of our children, our community, and the community of nations.

Signed this 14th day of April, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **ADOPT RESOLUTION #19/20-17 PROCLAIMING MAY 17 – 23, 2020, AS “CLASSIFIED SCHOOL EMPLOYEE WEEK” IN THE FULLERTON SCHOOL DISTRICT**

Background: Each year the California School Employees Association designates one week as “Classified Employee Week” with the intent of honoring classified employees throughout the State at the same time. This year, “Classified School Employee Week” is May 17 – 23, 2020.

Rationale: The Board of Trustees may pass a resolution which recognizes “Classified Employee Week” and honors all classified employees throughout the District.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-17 proclaiming May 17 – 23, 2020, as “Classified School Employee Week” in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-17
PROCLAIMING MAY 17 - 23, 2020 AS
CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, Classified employees support America's belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, Classified employees strive to support every classroom to make it a productive place for teachers to teach children how to learn and grow; and

WHEREAS, Classified employees reach out to foster the well-being of each student, teacher, administrator, regardless of ability, social or economic background, race, ethnicity, origin, or religion; and

WHEREAS, Classified employees help to keep teachers motivated by supporting and helping them in their daily routines; and

WHEREAS, Classified employees influence many lives by demonstrating the harmony they instill between teaching and the support thereof,

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim Sunday, May 17, 2020 through Saturday, May 23, 2020 as Classified School Employee Week.

We urge all citizens to observe this week by taking time to remember and salute all classified employees who support the education of our children, our community, and the community of nations.

Signed this 14th day of April, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D. Assistant Superintendent, Personnel Services
PREPARED BY: Laurie Bruneau, Director, Risk Management, Workers Compensation and Safety
SUBJECT: APPROVE REJECTION OF A CLAIM AGAINST THE FULLERTON SCHOOL DISTRICT NUMBERED: 1907028.

Background: A claim has been filed against the District for damages involving a student injury at Beechwood (K-8). The District and its' liability claim administrator, ASCIP have investigated the claims and recommend rejection.

Rationale: The District's claims administrator, ASCIP, does not find any evidence of negligence or legal liability in their initial investigation on the part of the Fullerton School District. Therefore, rejection of these claims is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of claims against the Fullerton School District numbered: 1907028.

CH:LB:lc

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1128 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1128 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,318.65
	Total	<u>\$2,318.65</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,318.65 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1128 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1212 THROUGH 1213 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1212 through 1213 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$4,540.15
	Total	<u>\$4,540.15</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$4,540.15 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1212 through 1213 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B027 THROUGH 19/20-B029 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B027 through 19/20-B029 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B027

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$82,124 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	\$3,412,516
8012	Education Protection Account	-3,412,516
8699	All Other Local Revenue	8,641
8980	Contributions from Unrestricted Revenues	-90,765
	Total:	-\$82,124

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$1,348,883
2000	Classified Salaries	540,523
3000	Employee Benefits	726,807
4000	Books and Supplies	-9,090
5000	Services & Other Operating Expenses	75,425
7000	Other Outgo	-28,738
9789	Reserve for Economic Uncertainties	-2,735,934
	Total:	-\$82,124

Explanation: This Resolution reflects budget adjustments in the Second Interim Financial Report that was presented at the March 10, 2020 Board Meeting which included adjustments for State revenue for the Education Protection Account for the Local Control Funding Formula (LCFF), the Education Protection Account (EPA), Special Education, and ASB reimbursements. It also includes various adjustments to expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B028

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$278,422 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Federal Revenue	-\$204
8699	All Other Local Revenue	187,861
8980	Contributions from Unrestricted Revenues	90,765
	Total:	\$278,422

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$222,860
2000	Classified Salaries	-112,079
3000	Employee Benefits	-17,061
4000	Books and Supplies	20,295
5000	Services & Other Operating Expenses	153,307
6000	Capital Outlay	-24,000
7000	Other Outgo	-8
9789	Reserve for Economic Uncertainties	35,108
	Total:	\$278,422

Explanation: This Resolution reflects budget adjustments in the Second Interim Financial Report that was presented at the March 10, 2020 Board Meeting which included adjustments to Special Education, Mental Health, Restricted Routine Maintenance and Title II Teacher Quality. It also includes various donations to school sites, Early Learning Inclusive Pre-School (ELIP), and fine arts as well as adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B029

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$30,000
5000	Services & Other Operating Expenses	-30,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Property and Liability Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIAL AND LABOR FOR REPAIRS TO THE FIELDS LOCATED WITHIN ACACIA ELEMENTARY SCHOOL**

Background: On July 30, 2019 Fullerton School District under the February 12, 2019 Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC entered into contract of field repairs. The July 30th Board Approved Project No. 1-1-18567E, was for repairs to the fields located at Acacia Elementary School. Included as part of the field repairs was the trenching and/or channeling of drains, the lifting of asphalt, and the installation of a natural grass field via seed or sod.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$385,000 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of material and labor for repairs to the fields located within Acacia Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Acacia Elementary School, 1200 N. Acacia Ave., Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 30th day of July, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 14th day of April 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC, Project No. 1-1-18567E for the repairs to the fields located at Acacia Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2020,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance & Operations

SUBJECT: **APPROVE AGREEMENT WITH JOHN R. BYERLY INCORPORATED, TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING/TESTING, MATERIALS LABORATORY TESTING AND SPECIAL INSPECTIONS AS PART OF THE TRANSPORTATION DEPARTMENT MODULAR BUILDING RE-BID, PROJECT NUMBER FSD-19-20-MF-03.**

Background: The District plans to install a new Modular Building located on the District premises for the Transportation Department employees. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional geotechnical engineering/testing, materials laboratory are necessary to meet these standards.

Rationale: School construction projects are governed by the DSA. The DSA reviews and approves school construction plans for projects that are required to meet a specific criteria. The geotechnical engineering/testing firm will provide the District with the materials lab testing necessary for approvals from DSA.

District staff recommends entering into an agreement with John R. Byerly Incorporated, for geotechnical engineering/testing, materials laboratory testing and special inspections. John R. Byerly Incorporated is a full-service firm specializing in assisting school districts during the work process with materials testing services as required by the Division of the State Architect (DSA).

Funding: Cost not to exceed \$19,530 based on the professional hourly rates in Exhibit A and will be paid from multiple funds.

Recommendation: Approve agreement with John R. Byerly Incorporated, to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **John R. Byerly Incorporated**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on and will diligently perform as required and complete performance by April 15, **2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **nineteen thousand five hundred thirty dollars (\$19,530.00) with hourly rates as set forth in Exhibit A.** District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A).**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A (or N/A).**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include

or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
John R. Byerly, Inc.
2257 South Lilac Avenue
Bloomington, CA 92316

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 15^H DAY OF April 2020.

FULLERTON SCHOOL DISTRICT

Contractor Name

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

EXHIBIT "A"

John R. Byerly, Inc.

SCHEDULE OF FEES (2020)

March 13, 2020

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

PROFESSIONAL PERSONNEL

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Principal Engineer	Per Hr.	\$ 190.00	
Project Engineer	Per Hr.	150.00	
Project Geologist	Per Hr.	150.00	
Staff Engineer	Per Hr.	120.00	
Staff Geologist	Per Hr.	120.00	
Expert Witness Preparation	Per Hr.	190.00	
Expert Witness Testimony (at trial or deposition)	Per Hr.	300.00	

FIELD PERSONNEL

Field Technician (Including density testing)	Per Hr.	85.00	110.00
Supervising Field Technician	Per Hr.	120.00	
Staff Engineer	Per Hr.	120.00	
Field Exploration Equipment		Local Prevailing Rate + 20%	
Subsistence		Quotation	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 75.00	
Supervising Laboratory Technician	Per Hr.	95.00	
Atterberg Limits			
Liquid Limit	Each	80.00	
Plastic Limit	Each	90.00	
Shrinkage Limit	Each	100.00	
Plasticity Index	Each	170.00	
California Bearing Ratio - CBR			
(at specified moisture content - does not include optimum moisture content and maximum dry density determination)	Each	450.00	

<u>Geotechnical Laboratory Testing (continued)</u>		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Consolidation Testing (without time rate).....	Each	\$ 200.00	
Add one time rate	Each	90.00	
Corrosion Tests			
pH.....	Each	25.00	
Minimum Resistivity.....	Each	30.00	
Sulfate	Each	25.00	
Chloride	Each	25.00	
Redox Potential	Each	25.00	
Sulfide	Each	25.00	
Corrosion Series.....	Each	150.00	
Direct Shear Tests (3-point).....	Each	250.00	
Direct Shear Tests - Residual (per point).....	Point	140.00	
Expansion Index.....	Each	150.00	
Expansion Study (3 points remolded) (maximum density not included)	Each	340.00	
Grain Size Analysis (Gradation)			
Sieve Analysis (including wash passing No. 200 sieve)	Each	130.00	
Sieve Analysis Plus Hydrometer	Each	250.00	
% Passing No. 200 Sieve.....	Each	60.00	
Optimum Moisture and Maximum Dry Density			
Lab Max – (4-inch mold)	Each	180.00	
Lab Max – (6-inch mold)	Each	200.00	
Lab Max – California 216 Method	Each	200.00	
Organic Content	Each	60.00	
Moisture Content.....	Each	30.00	
Moisture/Density Determination – Tube Sample	Each	45.00	
"R" Value			
Untreated Material.....	Each	285.00	
Lime or Cement Treated Material	Each	300.00	
Sand Equivalent (average of 4).....	Each	120.00	

SPECIAL INSPECTION SERVICES

<u>INSPECTION FEES</u>		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Aggregate, Plant Sampling	Hour	\$ 85.00	\$ 110.00
Asphalt, Paving	Hour	85.00	110.00
Asphalt, Batch Plant.....	Hour	85.00	110.00
Commercial Building Inspection (Wood Framing, ICC)	Hour	85.00	110.00
Concrete, Batch Plant	Hour	85.00	
Concrete, Placing	Hour	85.00	110.00
Concrete, Placing Pre-Stress	Hour	85.00	110.00
Concrete, Pre and Post-Tensioning	Hour	85.00	110.00
Drilled Piers or Piles	Hour	85.00	110.00
Driven Piles	Hour	85.00	110.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC).....	Hour	85.00	110.00
Fireproofing Inspection.....	Hour	85.00	110.00
Ground Rod.....	Hour	95.00	120.00
Gunite, Placing	Hour	85.00	110.00
Hi-Tensile Bolting	Hour	85.00	110.00
Magnetic Particle Testing	Hour	115.00	135.00
Masonry Placing Inspection	Hour	85.00	110.00
Pachometer Meter Reinforcing Steel Locator	Hour	95.00	125.00
Pull Tests of Anchor Bolts/Dowels	Hour	85.00	110.00
Reinforcing Steel, Placing	Hour	85.00	110.00
Schmidt Concrete Hammer	Hour	95.00	115.00
Shop Welding Fabrication (AWS-CWI, AWS-ACWI and ICC).....	Hour	90.00	
Skidmore Testing	Hour	140.00	170.00
Special Inspector.....	Hour	85.00	110.00
Tag, Identify, and Sample Rebar or Structural Steel	Hour	85.00	110.00
Torque Testing of High Strength Bolts	Hour	90.00	110.00
Ultrasonic Testing.....	Hour	115.00	135.00
Witness Installation of High Strength Bolts	Hour	85.00	110.00

MATERIALS TESTING SERVICESAGGREGATE TEST

Absorption	Each	\$ 40.00
Clay Lumps and Friable Particles	Each	75.00
Cleanness Value (Fine or Coarse).....	Each	125.00
Decantation (No. 200).....	Each	35.00
Deleterious Substances Determination.....	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis).....	Each	130.00
Flat and Elongated Pieces (Per Size Fraction)	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles.....	Each	135.00

Aggregate Test (continued)

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Los Angeles Rattler	Each	\$ 230.00	
Moisture	Each	30.00	
Organic Impurities	Each	55.00	
Percent Clay in Sands by Hydrometer	Each	180.00	
Percent Passing No. 200 Sieve	Each	50.00	
Percent Shale	Each	95.00	
Permeability of Granular Soil (ASTM D 2434)	Each	225.00	
Potential Reactivity (Chemical Method)	Each	Quotation	
Sand Equivalent	Each	120.00	
Sieve Analysis (Fine or Coarse - Processed)	Each	80.00	
Sieve Analysis (Pit Run)	Each	130.00	
Soft Particles	Each	95.00	
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00	
Specific Gravity (Fine or Coarse)	Each	75.00	
Voids	Each	65.00	
Weight Per Cubic Foot	Each	75.00	
Deposit Evaluation	Each	Quotation	

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Asphalt Paving Inspection	Hour	\$ 85.00	\$ 110.00
Plant Control during Operations	Hour	85.00	
Coring with Diamond Bit (Includes Bit Charge)	Hour	140.00	160.00
(Contractor to provide access)			
Density of Cores	Each	45.00	
Film Stripping	Each	80.00	
Los Angeles Rattler	Each	230.00	
Laboratory Standard Density (Marshall)	Each	170.00	
Laboratory Standard Density (Hveem)	Each	170.00	
Moisture Vapor Susceptibility		Quotation	
Mix Design	Each	135.00	
Mix Design Studies (Marshall or Hveem)	Each	450.00	
Pavement Evaluation		Quotation	
Plant Sample - % Asphalt, Ignition Oven	Each	145.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00	
Ignition Oven Aggregate Correction	Each	180.00	
Sand Equivalent	Each	120.00	
Sieve Analysis	Each	80.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	325.00	
Stability Test - "S" Value (Hveem Method)	Each	250.00	
Stability Test (Marshall Method - Set of 3)	Each	250.00	
Theoretical Maximum Specific Gravity (Rice)	Each	125.00	
Thickness of Pavement	Each	15.00	

CONCRETE

		Regular Rate	Prevailing Wage Rate
Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 30.00	
Batch Plant Inspection	Hour	85.00	
Concrete Placing Inspection	Hour	85.00	110.00
Coring (Includes Bit Charge)	Hour	140.00	160.00
Coring Assistant (Required for Work from Ladder or Scaffolding)	Hour	85.00	110.00
Field Technician	Hour	85.00	110.00
Molding Cylinders and Beams	Hour	85.00	110.00
Pachometer Reinforcing Steel Locator	Hour	95.00	125.00
Pick up Cylinders	Hour	80.00	
Pre-Stress and Post-Tensioning Inspection	Hour	85.00	110.00
Schmidt (Rebound) Hammer	Hour	90.00	110.00
Compression Test – 6"x12" and 4"x8" Cylinders	Each	25.00	
Hold Cylinders (Not Tested)	Each	15.00	
Compression Test – Concrete or Shotcrete Cores 8" Maximum Diameter	Each	30.00	
Compression Test – Shotcrete - 6"x12" and 4"x8" Cylinders	Each	40.00	
Compression Test – Gypsum Cylinders	Each	30.00	
Gypsum Cylinders – Dried to Constant Weight	Each	22.00	
Mix Designs			
First Design (Exclusive of Aggregate Tests)	Each	120.00	
Additional Design (Same Report)	Each	90.00	
Review of Mix Design	Each	120.00	
Modulus of Elasticity – 6"x12" Cylinders	Each	125.00	
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00	
Moisture Vapor Klt	Each	25.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Shrinkage Test (Set of 3)	Each	450.00	
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00	
Splitting Tensile Test	Each	50.00	
Trial Batch in Laboratory (Including Air Content, Unit Weight Water Demand, Slump and Strength Determinations (1 at 7 days and 2 at 28 days)	Each	450.00	
Unit Weight of Cylinders	Each	25.00	

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00	
Cohesion/Adhesion	Each	45.00	
Density	Each	40.00	
Dry Film Fireproofing Testing	Hour	120.00	\$ 140.00
Fireproofing Inspection	Hour	85.00	110.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

		Regular Rate	Prevailing Wage Rate
Coring (Includes Bit Charge).....	Hour	\$ 140.00	\$ 160.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	85.00	110.00
In-Place Shear Testing.....	Hour	85.00	110.00
Masonry Placing Inspection	Hour	85.00	110.00
Molding Grout and Mortar	Hour	85.00	110.00
Pickup Grout and Mortar Samples	Hour	80.00	
Sample Masonry Units	Hour	80.00	
CMU, Compression.....	Each	45.00	
CMU, 24-Hour Absorption	Each	40.00	
CMU, Moisture Content.....	Each	40.00	
CMU, Density (Unit Weight).....	Each	30.00	
CMU, Lineal Shrinkage (Rapid Method)	Each	90.00	
CMU, Dimensions	Each	20.00	
CMU, C140 Complete Testing	Each	650.00	
Brick, Compression	Each	35.00	
Brick, 24-Hour Absorption	Each	40.00	
Brick, 5-Hour Absorption	Each	40.00	
Brick, Modulus of Rupture.....	Each	35.00	
Grouted Masonry Prism Compression	Each	175.00	
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	350.00	
Mortar and Grout Specimens, Compression.....	Each	30.00	
Masonry Cores, Compression 8" Maximum Diameter.....	Each	50.00	
Masonry Cores, Shear 8" Maximum Diameter.....	Each	70.00	
Tensile Test – CMA Method.....	Each	180.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Unit Weight of Units.....	Each	25.00	
Mortar Cement Permeable Voids (ASTM C642).....	Each	75.00	

REINFORCING AND STRUCTURAL STEEL

Anchor Bolts		Quotation	
Bolt – Hardness Only	Each	\$ 40.00	
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	100.00	
Hi-Strength Bolting	Hour	85.00	\$ 110.00
Field Welding Inspection (AWS-CWI, (AWS-ACWI), and ICC).....	Hour	85.00	110.00
Magnetic Particle Testing	Hour	115.00	135.00
Nut – Hardness (Proof Load Under 100,000 lbf)	Each	45.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf)	Each	55.00	
Shop Welding (AWS-CWI, AWS-ACWI, and ICC).....	Hour	85.00	110.00
Skidmore Testing	Hour	140.00	160.00
Tag, Identify, and Sample Reinforcing Steel.....	Hour	85.00	
Tag and Identify Structural Steel.....	Hour	85.00	110.00

Reinforcing and Structural Steel (continued)

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Tension and Elongation (Reinforcing Steel)			
No. 11 or Smaller	Each	60.00	
No. 14	Each	120.00	
No. 18 (Proof Test)	Each	120.00	
Ultrasonic Testing	Hour	\$ 115.00	\$ 135.00
Washer - Hardness	Each	35.00	
Welder's Qualification Test – AWS and ASME Procedures		Quotation	
Bend Test (Reinforcing Steel)	Each	60.00	
Welded Wire Mesh Bend Test	Each	60.00	
Welded Wire Mesh Shear Test	Each	60.00	
Tension (Structural Steel)	Each	60.00	
Bend Test (Structural Steel)	Each	60.00	
Torque Testing of High Strength Bolts	Hour	85.00	110.00
Witness Installation of High Strength Bolts	Hour	85.00	110.00
Machining Coupons for Test (Tensile or Bend)		Quotation	

ROOF TILE

Sample Roof Tile	Hour	\$ 85.00	
Strength	Each	50.00	
Absorption	Each	50.00	
Permeability	Each	70.00	

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00	
Additional Technician	Hour	75.00	

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00	
Expert Witness Preparation	Hour	190.00	
Modular Construction, Inspection and Certification	Hour	85.00	\$ 110.00
Roof Tests and Inspection	Hour	85.00	110.00
Structural Failure Investigation		Quotation	
Verification of Fabricator's Quality Control Capabilities		Quotation	
Welder Qualification Test		Quotation	
Glue Laminated Structural Lumber	Local Prevailing Rate + 20%		

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance & Operations

SUBJECT: **APPROVE AGREEMENT WITH THE HAUFFE COMPANY FOR REPAIRS AND IMPROVEMENTS AS REQUIRED BY THE DIVISION OF THE STATE ARCHITECT (DSA) AS PART OF THE TRANSPORTATION DEPARTMENT MODULAR BUILDING PROJECT NUMBER FSD-19-20-MF-03**

Background: Fullerton School District, (FSD) has entered into a project of building repairs located within the Transportation, as part of the project the District is required by The Division of the State Architect (DSA) to ensure that an on-site DSA inspector be present while any/all work is conducted. The services of a DSA Inspector will be required during these repairs.

Rationale: District staff recommends entering into an agreement with The Hauffe Company for DSA inspection services. The Hauffe Company is a full-service firm specializing in assisting school districts during the work process and in the DSA closeout process

Funding: The contract amount not to exceed \$61,420 is to be paid from General Fund.

Recommendation: Approve agreement with The Hauffe Company for repairs and improvements as required by the Division of the State Architect (DSA) as part of the Transportation Department modular building project number FSD-19-20-MF-03.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and The Hauffe Company, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Inspection services as required by the Division of the State Architect (DSA) as part of the Transportation Department Modular Building project, hereinafter referred to as "Services".
2. Term. Contractor shall commence providing Services under this Agreement on **April 14, 2020** and will diligently perform as required and complete performance by **July 31, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **a contract amount of \$61,420.00**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A (or N/A)**.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include

or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

- 13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.
- 13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
The Hauffe Company
2713 Lowell Lane
Santa Ana, CA 92706

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF April 15, 2020.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

By:


Kurt Hauffe, President

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on March 11, 2020.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 3/11/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 4/14/20**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
WOC	Working Out of Class
LOA	Leave of Absence
NLA	No Longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Rivera	Nadia	Instructional Asst./SE I	Add 2% Medical Stipend	1/8/20	29	6.00	121	B14/6
Prieto	Linda	Supervisor, CDS	Budget Change	9/1/19	60	8.00	208/275	M9/3
Employee ID	6784		CFRA leave 1/20/20-4/19/20	1/29/20				
Flores	Guillermo	Electronic Repair Tech II	Continuation of 5% Stipend	2/3/20	53	8.00	533	B32/6
Lacuesta	George	Electronic Repair Tech II	Continuation of 5% Stipend	2/3/20	53	8.00	533	B32/6
Gonzalez	Jesus	Custodian II	Hire Probationary Status	1/27/20	25	8.00	542	B24/1
Mendoza	Edward	Custodian II	Hire Probationary Status	1/27/20	18	8.00	542	B24/1
Arizaga	Isaac	Food Services Asst. I	Hire Probationary Status	1/8/20	90	1.50	606	B8/1
Arias	Andrea	Food Services Asst. I	Hire Probationary Status	1/13/20	90	1.50	606	B8/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Orozco	Ruben	Food Services Asst. I	Hire Probationary Status	1/13/20	90	1.00	606	B8/1
Thakker	Sonal	Health Assistant	Hire Probationary Status	1/14/20	16	3.75	402	B17/1
Chudy	Amanda	Instructional Asst./Expanded Learning	Hire Probationary Status	1/7/20	60	3.90	329	B11/1
Baker	Kristine	Instructional Asst./Rec	Hire Probationary Status	1/8/20	60	3.90	208	B11/1
Galvez	Arlene	Instructional Asst./Rec	Hire Probationary Status	1/8/20	60	3.90	208	B11/1
Campbell	Nicole	Instructional Asst./Reg	Hire Probationary Status	1/7/20	15	3.00	100	B11/1
Caro-Rebon	Patricia	Instructional Asst./Reg	Hire Probationary Status	1/7/20	20	3.25	383	B11/1
Goodbaudy	Myrna	Instructional Asst./Reg	Hire Probationary Status	1/7/20	19	3.75	100	B11/1
Nguyen	Theresa	Instructional Asst./Reg	Hire Probationary Status	1/22/20	22	3.75	212	B11/1
Calvillo	Marcella	Instructional Asst./SE II	Hire Probationary Status	1/8/20	15	6.00	121	B16/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Galarza	Sarahy	Food Services Asst. I - Sub	Hire Sub Status	1/7/20	99	0.00	606	B8/1
Nava	Elvia	Food Services Asst. I - Sub	Hire Sub Status	1/15/20	90	0.00	606	B8/1
Ceja	Ariana	Food Services Asst. I - Sub	Hire Sub Status	1/21/20	90	0.00	606	B8/1
Richter	Angela	Food Services Asst. I - Sub	Hire Sub Status	1/21/20	90	0.00	606	B8/1
Hernandez	Valeria	Instructional Asst./Expanded Learning - Sub	Hire Sub Status	1/7/20	99	0.00	100	B11/1
Maqatish	Reem	Instructional Asst./Expanded Learning - Sub	Hire Sub Status	1/13/20	99	0.00	100	B11/1
Chavez	Tiffany	Instructional Asst./Expanded Learning - Sub	Hire Sub Status	1/28/20	99	0.00	100	B11/1
Gacia	Amber	Instructional Asst./Reg - Sub	Hire Sub Status	1/13/20	99	0.00	100	B11/1
Villareal	Ryan	Instructional Asst./Reg - Sub	Hire Sub Status	1/15/20	99	0.00	100	B11/1
Park	Kyunghee	Instructional Asst./Reg - Sub	Hire Sub Status	1/16/20	90	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Velasco	Susana	Instructional Asst./Reg - Sub	Hire Sub Status	1/16/20	99	0.00	100	B11/1
Sass	Anthony	Instructional Asst./Reg - Sub	Hire Sub Status	1/30/20	99	0.00	100	B11/1
Perez	Carlos	Instructional Asst./SE I - Sub	Hire Sub Status	1/15/20	99	0.00	121	B14/1
Rojas	Maria	Playground Supervisor - Sub	Hire Sub Status	1/15/20	99	0.00	100	B07/1
Rodriguez	Maria	Playground Supervisor - Sub	Hire Sub Status	1/28/20	99	0.00	100	B07/1
Abutan	Corazon	Food Services Asst. I	Increase of Hours from 1.5 to 2/day	1/15/20	90	1.50	606	B8/6
Thompson	Marilyn	Bus Driver	Increase of Hours from 25.6 to 26.7/wk	9/17/19	56	5.12	565	B21/5
Acuna	Jo	Instructional Asst./SE II	Increase of Hours from 28 to 30 hrs/wk	1/13/20	17	5.60	242	B14/6
Employee ID	975		Medical Leave 1/1/20-1/31/20	1/2/20				
Employee ID	7612		Medical Leave 1/16/20-3/2/20	1/29/20				

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	926		Medical Leave 1/28/20- further notice	1/30/20				
Employee ID	7972		Medical Leave 1/30/20- 3/6/20	1/29/20				
Spindola	Karissa	Transportation Dispatcher	Promotion for CLA II/BB to Transportation Dispatcher	1/27/20	56	8.00	565	B27/1
Prudencio	Jennifer	Instructional Asst./Rec	Resignation - will not remain as Sub	1/1/20	60	3.90	208	B11/6
Swalley	Ski'Lar	Instructional Asst./Reg.	Resignation - will not remain as Sub	1/7/20	22	3.75	212	B11/3
Mehta	Katheryn	Instructional Asst./SE I	Resignation - will not remain as Sub	1/24/20	29	3.00	121	B14/2
Johnson	Kevin	Instructional Asst./SE II	Resignation - will not remain as Sub	1/3/20	12	6.00	248	B14/2
Perez	Artemia	Playground Supervisor	Resignation - will not remain as Sub	1/20/20	25	2.50	100/302	B07/4
Ramirez	Cindy	Health Assistant/BB	Resignation - will remain as Sub	1/24/20	12	3.75	402	B18/3
Freker	Jo	Playground Supervisor	Resignation - will remain as Sub	1/20/20	26	2.63	100	B07/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Chudy	Amanda	Instructional Asst./Expanded Learning	Resignation on Prob. - will not remain as sub	1/10/20	60	3.90	329	B11/1
Martinez	Gabriella	Instructional Asst./Reg	Resignation on Prob. - will not remain as sub	1/10/20	27	3.90	208	B11/1
Hernandez	Jason	Instructional Asst./Expanded Learning	Resignation on Prob. - will remain as sub	1/27/20	60	3.90	329	B11/1
Estrada	Faviola	Instructional Asst./Rec	Resignation on Prob. - will remain as sub	1/24/20	60	3.90	329	B11/1
Lusch	Rodney	Personnel Commissioner	Separation - End of Term	12/1/19	58	8.00	522	
Perez	Roberto	Computer Tech I - Sub	Separation - NLA	1/2/20	59	0.00	409	B30/1
Diaz	Anthony	Custodian I - Sub	Separation - NLA	1/2/20	53	0.00	542	B17/1
Garcia	Juan	Instructional Asst./Rec - Sub	Separation - NLA	1/2/20	99	0.00	100	B11/1
Cortes	Luis	Instructional Asst./SE - Sub	Separation - NLA	1/2/20	99	0.00	121	B14/1
Bedard	Donna	Instructional Asst./SE - Sub	Separation - NLA	1/22/20	99	0.00	121	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Fisher	Ebone	Instructional Asst./SE - Sub	Separation - NLA	1/22/20	99	0.00	121	B14/1
Pacheco	Mary	Instructional Asst./SE I	Service Retirement - will not remain as Sub	1/7/20	25	5.00	242	B14/6
Vargas	Donna	Reprographics Tech	Service Retirement - will remain as Sub	1/3/20	50	3.50	519	B20/6
Granados	Matthew	Chef	Sten Increase - Step 5	1/1/20	90	8.00	606	B23/4
Gutierrez	Jose	Instructional Asst./Rec	Step Increase - Step 2	1/1/20	21	3.15	100	B11/1
Mendez	Lusero	Instructional Asst./Reg	Step Increase - Step 2	1/1/20	60	3.50	329	B11/1
Grosso	Amber	Instructional Asst./SE I	Step Increase - Step 2	1/1/20	24	3.75	130	B14/1
Camargo	Albert	Supervisor, M&O	Step Increase - Step 2	1/1/20	53	8.00	533/542/ 547	M12/1
Spindola	Karissa	Clerical Asst. II/BB	Step Increase - Step 3	1/1/20	56	8.00	565	B20/2
Gonzalez	Jorge	Custodian I	Step Increase - Step 3	1/1/20	13	8.00	542	B17/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Schlabsz	Scott	Director of Facilities, M&O	Step Increase - Step 3	1/1/20	53	8.00	542/522/ 547	M33/2
Bruneau	Laurie	Director of Risk Management, Work Comp., and Safety	Step Increase - Step 3	1/1/20	50	8.00	524	M21/3
Ceja	Gabriela	Instructional Asst./Reg	Step Increase - Step 3	1/1/20	22	3.00	383	B11/2
Gustin	Tanya	Mental Health Counseling Specialist	Step Increase - Step 3	1/1/20	20	8.00	302/504	B40/2
Stipe	Catherine	Mental Health Counseling Specialist	Step Increase - Step 3	1/1/20	21	8.00	302/212	B40/2
Vuong	Carolyn	Instructional Asst./Rec	Step Increase - Step 4	1/1/20	25	3.35	100	B11/3
Ali	Dilara	Playground Supervisor	Step Increase - Step 4	1/1/20	18	1.00	100	B07/3
Allers	Carrie	Playground Supervisor	Step Increase - Step 4	1/1/20	17	2.00	100	B07/3
Alvarado	Lorena	Playground Supervisor	Step Increase - Step 4	1/1/20	12	2.00	100	B07/3
Alvarado	Manuela	Playground Supervisor	Step Increase - Step 4	1/1/20	24	2.08	100	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Ambriz	Alejandra	Playground Supervisor	Step Increase - Step 4	1/1/20	28	1.84	100	B07/3
Arce	Stephanie	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.28	100	B07/3
Arreola	Ana	Playground Supervisor	Step Increase - Step 4	1/1/20	29	2.08	100	B07/3
Aslam	Seema	Playground Supervisor	Step Increase - Step 4	1/1/20	11	2.00	100	B07/3
Avanzino	Wendi	Playground Supervisor	Step Increase - Step 4	1/1/20	10	0.20	100	B07/3
Avila	Barbara	Playground Supervisor	Step Increase - Step 4	1/1/20	19	1.17	100	B07/3
Barron	Elaine	Playground Supervisor	Step Increase - Step 4	1/1/20	23	1.00	100	B07/3
Betrue	Melissa	Playground Supervisor	Step Increase - Step 4	1/1/20	24	1.83	100	B07/3
Burnett	Nicole	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.80	100	B07/3
Canizalez	Norma	Playground Supervisor	Step Increase - Step 4	1/1/20	17	2.00	100	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Carlson	JoAnn	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.90	100	B07/3
Connaughton	Dawn	Playground Supervisor	Step Increase - Step 4	1/1/20	27	0.50	100	B07/3
Cortez	Catherine	Playground Supervisor	Step Increase - Step 4	1/1/20	10	1.13	100	B07/3
Cribbs	Tracy	Playground Supervisor	Step Increase - Step 4	1/1/20	13	1.20	100	B07/3
De Tavera	Gloria	Playground Supervisor	Step Increase - Step 4	1/1/20	26	1.25	100	B07/3
Delgado	Nora	Playground Supervisor	Step Increase - Step 4	1/1/20	21	2.00	100	B07/3
Diaz	Guadalupe	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.50	100	B07/3
Espinoza	Graciela	Playground Supervisor	Step Increase - Step 4	1/1/20	10	1.13	100	B07/3
Flores	Dora	Playground Supervisor	Step Increase - Step 4	1/1/20	23	2.00	100	B07/3
Foley	Tina	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.50	100	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Franco	Elvia	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.80	100	B07/3
Franco	Graciela	Playground Supervisor	Step Increase - Step 4	1/1/20	28	1.70	100	B07/3
Freker	Jo	Playground Supervisor	Step Increase - Step 4	1/1/20	26	2.63	100	B07/3
Galvan	Rosa	Playground Supervisor	Step Increase - Step 4	1/1/20	19	1.92	100	B07/3
Gaona	Maria	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.65	100	B07/3
Garcia	Blanca	Playground Supervisor	Step Increase - Step 4	1/1/20	29	1.52	100	B07/3
Garcia	Rosa	Playground Supervisor	Step Increase - Step 4	1/1/20	21	1.50	100	B07/3
Gudmundsen	Kelly	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.35	100	B07/3
Hurtado	Sandra	Playground Supervisor	Step Increase - Step 4	1/1/20	24	2.17	100	B07/3
Jimenez	Irma	Playground Supervisor	Step Increase - Step 4	1/1/20	11	1.20	100	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Joseph	Bryan	Playground Supervisor	Step Increase - Step 4	1/1/20	17	1.20	100	B07/3
Juarez	Jennifer	Playground Supervisor	Step Increase - Step 4	1/1/20	19	1.77	100	B07/3
Landa	Jessica	Playground Supervisor	Step Increase - Step 4	1/1/20	12	1.50	100	B07/3
Lebs	Jody	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.40	100	B07/3
Leon	Irma	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.37	100	B07/3
Lopez	Adriana	Playground Supervisor	Step Increase - Step 4	1/1/20	21	2.58	100	B07/3
Lopez	Christina	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.20	100	B07/3
Luna	Lorena	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.84	100	B07/3
Marmolejo	Maricruz	Playground Supervisor	Step Increase - Step 4	1/1/20	24	2.17	304	B07/3
Martinez	Beatriz	Playground Supervisor	Step Increase - Step 4	1/1/20	23	2.00	100	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
McBenttes	Lisa	Playground Supervisor	Step Increase - Step 4	1/1/20	22	2.75	100	B07/3
Mendoza	Laura	Playground Supervisor	Step Increase - Step 4	1/1/20	23	0.20	100	B07/3
Nelson	Tiffany	Playground Supervisor	Step Increase - Step 4	1/1/20	15	1.65	100	B07/3
O'Sullivan	Kimberly	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.22	100	B07/3
Olivar	Martha	Playground Supervisor	Step Increase - Step 4	1/1/20	29	1.65	100	B07/3
Ortiz	Erica	Playground Supervisor	Step Increase - Step 4	1/1/20	24	1.17	100	B07/3
Oskorus	Gigi	Playground Supervisor	Step Increase - Step 4	1/1/20	10	1.13	100	B07/3
Pandell	Martha	Playground Supervisor	Step Increase - Step 4	1/1/20	22	2.75	100	B07/3
Patel	Snehal	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.60	100	B07/3
Pena	Lilia	Playground Supervisor	Step Increase - Step 4	1/1/20	25	2.03	100/302	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Perez	Artemia	Playground Supervisor	Step Increase - Step 4	1/1/20	25	2.53	100/302	B07/3
Perez	Concepcion	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.48	100	B07/3
Perez	Xochitl	Playground Supervisor	Step Increase - Step 4	1/1/20	15	2.42	100	B07/3
Pyon	Joanne	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.40	100	B07/3
Rachal	Melissa	Playground Supervisor	Step Increase - Step 4	1/1/20	22	2.00	100	B07/3
Ramirez	Francisca	Playground Supervisor	Step Increase - Step 4	1/1/20	12	2.00	100	B07/3
Ramirez	Ruby	Playground Supervisor	Step Increase - Step 4	1/1/20	20	1.50	100	B07/3
Ruiz	Maria	Playground Supervisor	Step Increase - Step 4	1/1/20	25	2.03	100/302	B07/3
Sebourn	Stacey	Playground Supervisor	Step Increase - Step 4	1/1/20	26	1.88	100	B07/3
Segura	Veronica	Playground Supervisor	Step Increase - Step 4	1/1/20	29	1.35	100	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sianez	America	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.40	100	B07/3
Solio	Alma	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.20	100	B07/3
Solorzano	Beatriz	Playground Supervisor	Step Increase - Step 4	1/1/20	27	1.78	100	B07/3
Somoza	Marie	Playground Supervisor	Step Increase - Step 4	1/1/20	26	2.03	100	B07/3
Suh	Pauline	Playground Supervisor	Step Increase - Step 4	1/1/20	23	1.00	100	B07/3
Throop	Shannon	Playground Supervisor	Step Increase - Step 4	1/1/20	15	1.65	100	B07/3
Velazquez	Maria	Playground Supervisor	Step Increase - Step 4	1/1/20	24	1.33	100	B07/3
Villasenor	Brenda	Playground Supervisor	Step Increase - Step 4	1/1/20	21	1.83	100	B07/3
Wheeler	Karen	Playground Supervisor	Step Increase - Step 4	1/1/20	13	1.00	100	B07/3
Colin	Josefina	Bus Driver	Step Increase - Step 5	1/1/20	56	5.28	565	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Torres	Zachary	Instructional Asst./SE I	Step Increase - Step 5	1/1/20	28	6.00	122	B14/4
Lara	Edelicia	Clerical Asst. II/BB	Step Increase - Step 6	1/1/20	25	8.00	403	B20/6
Rainis	Jonathan	Instructional Asst./SE II	Step Increase - Step 6	1/1/20	29	6.00	121	B14/5
Arroyo	Gloria	Food Services Asst. I	Temp. Addt'l Hours - NTE 576 hours	1/7/20	90	4.00	606	B8/6
Acosta	Marleen	School Office Manager (WOC)	Temp. Addt'l Hours - 12 hours	12/20/20	20	8.00	304	B25/5
Spindola	Karissa	Clerical Asst. II/BB	Temp. Addt'l Hours - 16 hours	12/30/20	56	8.00	565	B20/3
Canadas	Alma	Food Services Asst. I	Temp. Addt'l Hours - 18.50 hours	1/22/20	90	2.00	606	B8/6
DeAnda	Amber	Instructional Asst./SE I	Temp. Addt'l Hours - 4/wk	1/9/20	19	3.60	126	B14/2
Cornejo	Maria	Food Services Asst. I	Temp. Addt'l Hours - 40.50 hours	12/9/19	90	2.00	606	B8/6
Koeul	Christina	Tech. & Media Asst.	Temp. Addt'l Hours - 8 hours	11/25/19	59	8.00	409	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Ramirez	Jesus	Custodian II	Transfer from Laguna Rd to Fisler	1/13/20	53	8.00	542	B24/6
Seham	Thomas	Food Services Asst. I	WOC - FSA II	1/6/20	90	3.80	606	B12/5
Luna-Graham	Cristina	Food Services Asst. I	WOC - FSA II	1/13/20	90	2.00	606	B12/3
Stenos	Evangelia	Food Services Asst. I	WOC - FSA III	12/2/19	90	3.00	606	B16/3
Vivar	Henry	Gardener	WOC - Maintenance Worker	1/10/20	53	8.00	533	B25/4

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

_____ Chairperson

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.

_____ Clerk/Secretary

CONSENT ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE/RATIFY SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND POWERSCHOOL GROUP, LLC, FOR POWERSCHOOL STUDENT INFORMATION SYSTEM ENTERPRISE MANAGEMENT SERVICE FOR 2019/2020 SCHOOL YEAR**

Background: The Fullerton School District (FSD) has used PowerSchool for the student information system. Enterprise Management Service (EMS) provides an end-to-end comprehensive managed service that includes 24/7/365 environment monitoring, nightly backups and long-term storage of data, unlimited updates of PowerSchool, and infrastructure support. The services agreement is ongoing with a yearly option to renew.

Rationale: For continuity of support and student data, FSD should continue to maintain the services and support agreement with PowerSchool Group, LLC, to support the PowerSchool SIS EMS.

Funding: Total cost is not to exceed \$8,741.82 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve/Ratify service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System Enterprise Management Service for 2019/2020 school year.

JD:kv
Attachment



Invoice

Date 07/24/2019
 Invoice# **INV187907**
 Terms Net 30
 Due Date 08/23/2019
 EIN# 47-4429364
 Customer ID 10001769

Bill To

Accounts Payable
 Fullerton School District
 1051 W. Bastanchury Road
 Fullerton California 92833
 United States

Ship To

Accounts Payable
 Fullerton School District
 1051 W. Bastanchury Road
 Fullerton California 92833
 United States

PO#	Quote#	Sales/Renewal Rep
	Q-201251	Aidan Becker

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
PS-PS-S-EMS: PowerSchool SIS Enterprise Management Service Invoice Period: 08/20/2019 - 08/19/2020	1	Students	0%	8741.82	\$8,741.82

Subtotal	Tax Total	Total (USD)
\$8,741.82	\$0.00	\$8,741.82
		Amt. Due (USD)
		\$8,741.82

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/acct_1DjQQtAVmQmJDIDk/custinvc/4237098?email=false

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBIUS6S (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: **ADOPT/RATIFY RESOLUTION #19/20-18 AUTHORIZING AN INCREASE TO THE REVOLVING CASH FUND FROM \$50,000 TO \$100,000**

Background: The Board previously approved Resolution 01/02-40 on April 23, 2002 authorizing revolving fund at \$50,000. This fund is used for emergency reimbursements. Education Code 42800 provides that the Governing Board of any school district may increase this amount. The \$100,000 proposed is below the maximum allowed per Education Code 42800.

Rationale: This agenda item allows the increase of the Revolving Cash Fund in order to pay emergency refunds and other payments for programs that have been cancelled due to the COVID19 pandemic and school closures.

Funding: Not applicable.

Recommendation: Adopt/ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

RC:MG:yd
Attachment

**ADOPT/RATIFY RESOLUTION #19/20-18
REGARDING THE REVOLVING CASH FUND**

WHEREAS, the Board of Trustees have previously approved Resolution 01/02-40 on April 23, 2002 authorizing Fifty Thousand Dollars (\$50,000) for the Revolving Cash Fund;

WHEREAS, the day-to-day expenditures of an emergency nature can be paid most efficiently from a Revolving Cash Fund;

WHEREAS, there is a necessity for increasing the Revolving Cash Fund which has been established;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That there is a necessity for increasing the Revolving Cash Fund which has been established.
2. That the Revolving Cash Fund of the Fullerton School District be increased to One Hundred Thousand Dollars (\$100,000).

PASSED AND ADOPTED on April 14, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of April, 2020.

Clerk/Secretary of the Board of Trustees

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING FOR COVID-19 TEACHER EVALUATIONS BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)**

Background: Due to the worldwide coronavirus pandemic that has led to the closure of the Fullerton School District, the evaluative process for certificated staff has developed some obstacles for completion. In collaboration with the Fullerton Elementary Teachers Association (FETA), the District has developed a new Memorandum of Understanding (MOU) and is requesting Board approval. This MOU will allow a certificated staff member, with administrator agreement, to continue on with their evaluation or suspend it entirely.

Rationale: This MOU will allow certificated staff and their respective administrators to make a final decision regarding this year's Reflective Evaluation process.

Funding: Not Applicable.

Recommendation: Approve Memorandum of Understanding for COVID-19 Teacher Evaluations between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING
between the
Fullerton School District (FSD)
and the
Fullerton Elementary Teachers Association (FETA)

March 26, 2020

Due to the COVID-19 crisis and the resulting temporary school closure, the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA) agree to modify the certificated employee's Reflective Evaluation process as follows:

1. With **both** certificated employee and principal agreement, the certificated employee will be able to **complete their 2019-20 evaluation** this year and the administrator will provide end of year feedback and ratings for each goal of the Reflective Evaluation Form (REF). Year-End Reflections will focus on progress on goals through March 13, 2020 and the certificated employee's challenges and successes transitioning to Distance Learning.
 - a. Probationary, temporary, intern, and certificated employees under an assistance plan will be evaluated in 2020-21 as defined in the contract.
 - b. Permanent certificated employees with 3-9 years of District experience and a satisfactory REF on the 2019-20 year-end REF, will be on-cycle and evaluated again in 2021-22.
 - c. Permanent certificated employees with 10 or more years of District experience, a satisfactory REF on the 2019-20 year-end REF, along with their administrator's approval, may be provided with a one-year waiver (providing two years between evaluation cycles) and will be on-cycle for evaluation in 2022-23.
2. If a certificated employee **or** principal decides to **suspend their 2019-20 evaluation**, the existing 2019-20 REF will be deleted and not placed in the employee's personnel file, and the certificated employee will be evaluated according to the regular evaluation process/timeline as follows:
 - a. Probationary, temporary, intern, and certificated employees under an assistance plan or any teacher marked as "not on target/at -risk" on the 2019-20 mid-year REF who were on-cycle to be evaluated in 2019-20, will be evaluated in 2020-21 and will not have a REF for 2019 -20.
 - b. Permanent certificated employees who were on-cycle to be evaluated for 2019-20, with 3-9 years of District experience, will be evaluated in 2021-22 and will not have a REF for 2019-20.

- c. Permanent certificated employees who were on-cycle to be evaluated for 2019-20 with 10 or more years of District experience, will be evaluated in 2021-22 and will not have a REF for 2019-20.
3. Next year, 2020-21, all certificated employees who are scheduled to be on-cycle to be evaluated, will be evaluated per the normal evaluation schedule. Any certificated employee who was scheduled to be evaluated in 2019-20, but did not complete the REF according to #2b or #2c, will be evaluated in 2021-22. This will ensure our current staggered evaluation schedule stays the same.
4. Certificated employees who received approval for a postponement due to leaves of absence, illness, unexpected emergency, etc. prior to this MOU will be on-cycle for 2020-21.



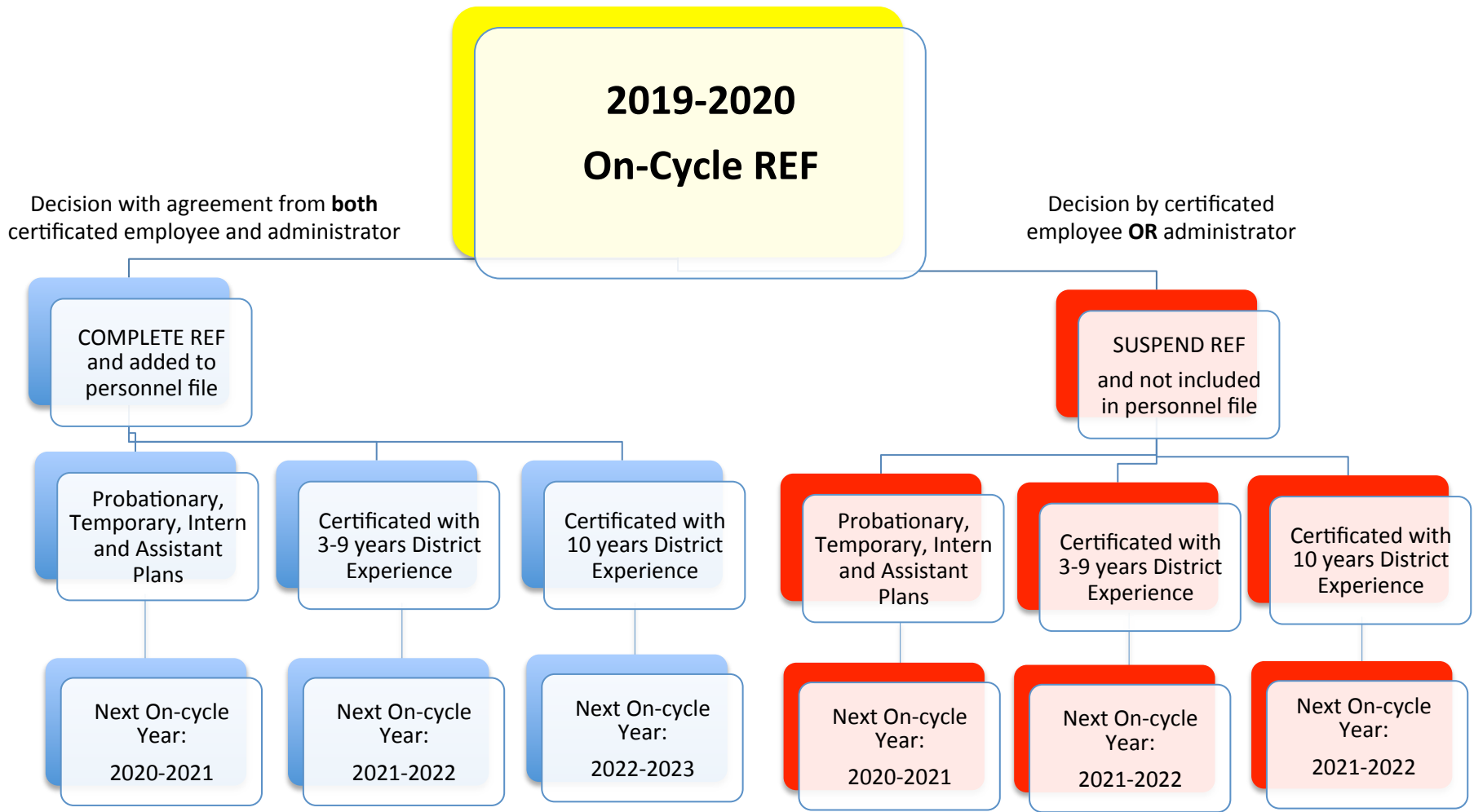
Dottie Pendleton
Negotiations Chairperson
FETA

Date: 3/26/2020



Chad Hammitt, Ed.D.
Assistant Superintendent,
Personnel Services

Date: 03/26/2020



NOTE:

- Certificated staff already scheduled to be On-cycle for 2020-2021 will proceed with the REF process as outlined in the Collective Bargaining Agreement.
- MOU not applicable to certificated staff who already have an existing postponement.

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130 PURSUANT TO COVID-19 AND WORK SCHEDULES**

Background: The worldwide coronavirus pandemic that has led to the temporary closure of Fullerton School District schools and many other businesses, which has impacted many of our classified employees family members and their ability to work and receive pay. In collaboration with the District and the California School Employees Association (CSEA), and its Chapter 130, a temporary Memorandum of Understanding (MOU) for the period of Spring Break has been developed for employees who work less than 12 months. These classified employees will be permitted to claim vacation pay for their regularly scheduled hours and to be paid for extra hours worked to help the District provide meals and distance learning materials to students. Under the current bargaining agreement and pre-established work calendars, less than 12-month employees cannot exceed their daily work hours using a combination of vacation pay and extra hours worked on days they are not scheduled to work. This MOU provides for a one-time exception to this bargaining agreement provision.

Rationale: This MOU between the District and CSEA allows classified employees who work less than 12 months who worked during Spring Break to claim vacation pay for their regularly scheduled daily work hours and to be paid for extra hours worked.

Funding: Not applicable.

Recommendation: Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

California School Employees Association (CSEA)

and its

Fullerton Elementary Chapter #130

March 30, 2020

Less Than 12-Month Employees Working Additional Hours during Spring Break due to COVID-19

This Memorandum of Understanding is agreed between the Fullerton School District (District) and the California School Employees Association and its Fullerton Elementary Chapter 130 (CSEA) concerning classified employees who were not normally scheduled to work, and who worked additional hours during Spring Break 2020 due to the COVID-19 Stay Home Order issued by the Governor of the State of California.

The District and CSEA recognize the serious nature of the current COVID-19 crisis. During the Governor's Stay Home Order essential services have been mandated to be provided to students in California, specifically the provision of meals to children up to 18 years old. In order to provide these essential services, classified employees who were not normally scheduled to work were asked if they would be willing to volunteer to work additional hours and a number of classified employees volunteered to work additional hours.

Employees who volunteered to work these additional hours under normal circumstances would have put the additional hours worked onto their timesheet under "extra time" and put the time required to equal their daily hours under "vacation" so the employee's total hours between the two entries would equal their regularly worked daily hours. (For example, an employee who usually works 3.5 hours per day and agreed to work 2 additional hours per day during Spring Break would fill out their timesheet by writing 2 hours in "extra time" and 1.5 hours in "vacation" totalling 3.5 hours). This would result in the employee potentially banking more vacation hours at the end of the school year due to working the additional time over Spring Break.

The District and CSEA agree that due to the COVID 19 crisis, classified employees who were not normally scheduled to work spring break and voluntarily agreed to work additional hours any day during the period of March 23 - March 26, 2020 will be able to claim both vacation hours for their full regularly scheduled working hours and payment for the hours they worked. (For example, an employee who usually works 3.5 hours per day and agreed to work 2 hours per day during Spring Break will fill out their timesheet by writing 3.5 hours in “vacation” and 2 hours in “extra time.”)

Each employee who worked any hours during the period of March 23 - March 26, 2020 and was not scheduled to work those days as part of their work year calendar will be able to choose:

OPTION A: Claim full vacation hours plus the extra working hours (Note: All pay is at the employee's regular hourly rate or the Food Service Assistant, Step 1 Range 8 rate, whichever is higher).

OR

OPTION B: Reduce the number of vacation hours claimed and use the additional hours worked to equal the employee’s scheduled work day.

EXAMPLES (2 listed below)				
	Daily hours normally worked	Extra hours worked (list on timesheet)	Vacation hours (listed on timesheet)	Total hours employee will be paid **
OPTION A	3.5 hrs. per day	2 hrs. per day	3.5 per day	5.5 hrs. per day
OPTION B	3.5 hrs. per day	2 hrs. per day	1.5 hrs. per day*	3.5 hrs. per day
OPTION A	8.0 hrs. per day	3 hrs. per day	8.0 per day	11.0 hrs. per day
OPTION B	8.0 hrs. per day	3 hrs. per day	5.0 hrs. per day*	8.0 hrs. per day

* The classified employee will bank a greater number of vacation hours for later use.


** All hours paid will be at the employee’s regular hourly rate (overtime or time and a half will not be given if the employee claims over 8.0 hours as the total day will contain vacation time).

The employee will make this selection based on how the employee fills out the timesheet for the pay period that includes March 23 - March 26, 2020.

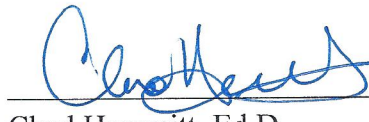
This is a one-time MOU and is non-precedent setting.

California School Employees Association,
Chapter 130

Fullerton School District

 3-30-2020

Al Lacuesta Date
CSEA Chapter President, Chapter #130

 3/30/2020

Chad Hammitt, Ed.D. Date
Assistant Superintendent, Personnel Svcs.

 3/31/20

Tiffany Lopez Date
CSEA Labor Relations Representative

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: **ADOPT RESOLUTION #19/20-19 AUTHORIZING THE IMPOSITION AND COLLECTION OF INCREASED DEVELOPER FEES ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION**

Background: On January 22, 2020, the State Allocation Board (SAB) approved an increase to Level 1 Developer Fees which is the amount a school district may charge for mitigating the impact of new residential and commercial/industrial development on school district facilities. The recently adopted Level 1 Developer Fees allows for \$4.08 per square foot of assessable space on residential property (developer fees) to be collected. Fullerton School District is not a K-12 district; therefore, the amount collected is shared with Fullerton Joint Union High School District, and Fullerton School District's share would be 2/3 or \$2.72 per square foot. The recently adopted Level 1 Developer Fees also allows for \$0.66 per square foot of commercial/industrial construction to be collected, of which Fullerton School District's share would be \$0.44 per square foot.

The ability to implement Level I fees approved by the SAB on January 22, 2020 is supported by a study entitled *Fullerton School District School Fee Justification Study*. The study has been available for public review for the required period of time, and notice of the public hearing, which must be held prior to the adoption of Resolution #19/20-19, was published twice, as required by law.

After the public hearing, staff recommends the Board adopt Resolution #19/20-19. The new fees would become effective in sixty (60) days.

Rationale: School districts collect developer fees based upon the rates set and approved by the SAB every two years. School districts may revise their fees when the SAB increases them and when justified by a mitigation study. In order to retain eligibility for future State school construction and modernization funding, the District must assess maximum fees as allowed by the SAB.

Funding: There is no cost to the District to adopt new Level 1 Developer Fees.

Recommendation: Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

RC:MG:yd
Attachments

RESOLUTION #19/20-19

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT APPROVING AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Board of Trustees (“Board”) of the Fullerton School District (“District”) provides for the educational needs for Grade K-8 students; and

WHEREAS, on January 22, 2020, the State Allocation Board (“SAB”) authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Four and 8/100 Dollars (\$4.08) per square foot for assessable space of new residential construction (“Residential Statutory School Fees”) and Sixty-Six Cents (\$0.66) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (“Commercial/Industrial Fees” and collectively “Statutory School Fees”), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, the District pursuant to Education Code Section 17623(a) entered into a fee sharing agreement (“Fee Sharing Agreement”) with the Fullerton Joint Union High School District (“FJUHSD”), which provides for the educational needs of students in the same jurisdictional boundaries as the District. The Fee Sharing Agreement specifies the allocation of Statutory School Fees that may be charged and collected by the District, and said agreement allows the District to charge and collect an amount approximately two-thirds (66.67%) to the District and approximately one-third (33.33%) to FJUHSD; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities (“School Facilities”) to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including construction of permanent School Facilities and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered a report entitled, “2020 School Fee Justification Study” (“Study”), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on April 14, 2020; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related School Facilities, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for the construction or reconstruction of School Facilities in the District because new students will be generated from new residential construction within the District and these students cannot be housed by the District without causing the District to incur additional costs to construct School Facilities and/or reconstruct existing School Facilities.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments ("Mitigation Payments") imposed on construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. That the Board finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board is hereby justified in levying the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts, which shall be adjusted pursuant to the Fee Sharing Agreement:

- a. Two and 72/100 Dollars (\$2.72) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.
- b. Forty-Four Cents (\$0.44) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board is hereby justified in levying the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the amount of Forty-Four Cents (\$0.44) per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction, except for properties

that are classified as rental self-storage properties, the maximum applicable Statutory School Fees that may be levied on such development projects on a per square foot of chargeable covered and enclosed space is Five Cents (\$0.05).

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the City of Fullerton (the "City") and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the City and the OSHPD that new residential and commercial/ industrial construction is subject to the Statutory School Fees changed pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code Section 17621(e)(2).

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the City or OSHPD shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the change in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District on the 14th day of April, 2020.

Signed: _____
Jeanette Vazquez, President, Board of Trustees
Fullerton School District

Signed: _____
Beverly Berryman, Clerk, Board of Trustees
Fullerton School District

I, Beverly Berryman, Clerk, Board of Trustees of the Fullerton School District, do hereby certify that the foregoing was duly adopted by the Board of Trustees of such District at a regular meeting of said Board held on the 14th day of April, 2020, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached Resolution was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Beverly Berryman, Clerk, Board of Trustees
Fullerton School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Beverly Berryman, Clerk, Board of Trustees of the Fullerton School District, do hereby certify that the foregoing is a full, true, and correct copy of Resolution #19/20-19 of said Board, and that the same has not been rescinded, amended, or repealed.

Dated this 14th day of April, 2020.

Beverly Berryman, Clerk, Board of Trustees
Fullerton School District



Great Schools
Successful Kids

FULLERTON
SCHOOL
DISTRICT



2020 SCHOOL FEE JUSTIFICATION STUDY

MARCH 25, 2020

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
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PREPARED FOR:

FULLERTON SCHOOL DISTRICT
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EXECUTIVE SUMMARY

Education Code Section 17620 authorizes the governing board of a school district to levy school fees to offset the impacts to school facilities from new residential and commercial/industrial construction and reconstruction. In order to levy Level I fees (statutory fees), a school district must prepare and adopt a school fee justification study pursuant to the provisions of Education Code Section 17620 and Sections 65995 and 66001 of the Government Code. The school fee justification study serves as the basis for justifying the levy of Level I fees and presents and documents the nexus findings required by State law.

This School Fee Justification Study (“Study”) has been prepared for the Fullerton School District (“School District”) to demonstrate the relationship between new residential and commercial/industrial development and the School District’s need for the construction and/or reconstruction of school facilities, the cost of the school facilities, and the per square foot amount of Level I fees (“School Fees”) that may be levied by the School District on residential and commercial/industrial development in accordance with applicable law.

The maximum School Fees authorized by Education Code Section 17620 are currently \$4.08 per square foot for residential construction/reconstruction and \$0.66 per square foot for commercial/industrial construction for unified school districts. The State Allocation Board (“SAB”) reviews and may adjust the maximum authorized School Fees every January in even-numbered years.

The School District provides education for grades kindergarten (K) through 8. Pursuant to Education Code Section 17623(a), the School District, as a nonunified school district sharing common jurisdiction with other nonunified school district(s), entered into a school facilities fee allocation agreement with the Fullerton Joint High School District. The agreement specifies the percentage of the maximum School Fees that may be levied and collected by each school district. According to the agreement, sixty-six and sixty-seven hundredths percent (66.67%) of the maximum School Fees may be charged and collected by the School District, or \$2.72 and \$0.44 for residential and commercial/industrial development, respectively (“Applicable School Fees”). Based on the findings presented in this Study, the School District is justified in collecting its portion of the maximum residential and commercial/industrial School Fees¹. The findings are summarized as follows:

RESIDENTIAL DEVELOPMENT

New residential development in the School District is projected over the next ten (10) years and beyond. Based on student generation rates determined for the School District, such development could generate an estimated 282 new students over the next ten (10) years. The school facilities cost impact per residential square foot as determined in this Study are shown in Table E-1.

The cost impacts per square foot of residential construction/reconstruction shown in Table E-1 are greater than the School District’s share of the current maximum authorized

¹ With the exception of new commercial/industrial development categorized as Rental Self-storage facilities, as further described in this Study.

residential School Fee, which is \$2.72 per square foot; therefore, the School District is reasonably justified in levying Applicable School Fees on new residential development.

**TABLE E-1
RESIDENTIAL SCHOOL FACILITIES COST IMPACTS/
APPLICABLE SCHOOL FEE PER SQUARE FOOT**

IMPACT PER SQUARE FOOT	APPLICABLE RESIDENTIAL SCHOOL FEE PER SQUARE FOOT
\$8.57	\$2.72

COMMERCIAL/INDUSTRIAL DEVELOPMENT

As commercial/industrial properties develop, new jobs are created. Many of the employees working at the new jobs will move into the School District boundaries, thereby increasing the need for new residential development and further impacting the School District’s facilities. School Fees may be imposed on commercial/industrial development if the school fees collected on residential development are insufficient to provide adequate school facilities for students generated as a result of new development and nexus findings are presented that justify the imposition of the commercial/industrial school fee.

Section 17621(e)(1)(B) of the Education Code requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. This code section further adds that employee generation estimates shall be based on the applicable employee generation estimates set forth in the January 1990 edition of “San Diego Traffic Generator Study” (“Traffic Study”), a report by San Diego Association of Governments (“SANDAG”). The school facilities cost impacts per commercial/industrial square foot as determined in this Study are shown in Table E-2 by commercial/industrial land use type (each commercial/industrial category is further described in Appendix “A”). With the exception of the cost impact applicable to commercial/industrial development classified as Rental Self-Storage, the cost impacts per square foot of commercial/industrial development are greater than or equal to the Applicable School Fees for commercial/industrial development of \$0.44 per square foot. Therefore, the School District is reasonably justified in levying the Applicable School Fees on new commercial/industrial development. The Applicable School Fees that may be imposed on the Rental Self-Storage commercial/industrial category is the net cost impact per square foot as determined herein.

TABLE E-2
COMMERCIAL/INDUSTRIAL SCHOOL FACILITIES COST IMPACTS/
APPLICABLE SCHOOL FEE PER SQUARE FOOT

COMMERCIAL/INDUSTRIAL CATEGORY	IMPACT PER SQUARE FOOT	MAXIMUM APPLICABLE SCHOOL FEE PER SQUARE FOOT
Banks	\$2.02	\$0.44
Community Shopping Center	\$1.10	\$0.44
Neighborhood Shopping Center	\$2.00	\$0.44
Industrial Business Parks	\$2.51	\$0.44
Industrial Parks/Warehousing/Manufacturing	\$0.96	\$0.44
Rental Self-Storage	\$0.05	\$0.05
Research & Development	\$2.17	\$0.44
Hospitality (Lodging)	\$0.81	\$0.44
Commercial Offices (Standard)	\$3.42	\$0.44
Commercial Offices (Large High Rise)	\$3.25	\$0.44
Corporate Offices	\$1.92	\$0.44
Medical Offices	\$3.05	\$0.44

SECTION I. LEGISLATION AND LEGAL REQUIREMENTS

This section discusses the legislative history of the Level I Fee.

A. LEGISLATIVE HISTORY

Assembly Bill (“AB”) 2926 enacted by the State in 1986, also known as the “1986 School Facilities Legislation” granted school districts the right to levy fees in order to offset the impacts to school facilities from new residential and commercial development. Originally set forth in Sections 53080 and 65995 of the Government Code, AB 2926 authorized statutory school fees to be levied, commencing January 1, 1987, in the amount of \$1.50 per square foot of new residential assessable space and \$0.25 per square foot of enclosed commercial or industrial assessable space. AB 2926 also provided for an annual increase of the statutory fees based on the Statewide cost index for Class B construction, as determined by the SAB. The provisions of AB 2926 have since been amended and expanded.

AB 1600 was enacted by the State legislature in 1987 and created Government Code Sections 66000 *et seq.* These sections require a public agency to satisfy the requirements as further discussed in Section VII herein when establishing, increasing or imposing a fee as a condition of approval for a development project.

AB 181, enacted in 1989, established new requirements for school districts levying school fees and also re-codified Government Code Section 53080 *et seq.* as Education Code Section 17620 *et seq.* The additional provisions established by AB 181 imposed more stringent nexus requirements which must be satisfied by school districts prior to levying school fees, especially with respect to commercial/industrial school fees. Additionally, AB 181 provided that the maximum school fees for residential and commercial/industrial development be subject to an increase every two (2) years rather than annually.

In 1998, Governor Wilson signed into law Senate Bill 50 (“SB 50”), the Leroy F. Greene School Facilities Act of 1998, which reformed State’s School Building Program and developer school fee legislation. A significant provision of SB 50 provides school districts the option of adopting alternative school fees (also known as Level II and Level III fees) in excess of the Level I fee upon meeting certain requirements. SB 50 also placed a \$9.2 billion State Bond measure on the November 3, 1998 ballot (Proposition 1A). With the passage of Proposition 1A in November 1998, SB 50 became operative.

SB 50 also limited the power of cities and counties to require mitigation of school facilities impacts as a condition of approving new development and suspended the court cases known as Mira-Hart-Murrieta. The Mira-Hart-Murrieta cases previously permitted school districts to collect mitigation fees in excess of school fees under certain circumstances.

On November 5, 2002, California voters passed Proposition 47, which authorized the issuance of \$13.05 billion in State bonds and also enacted AB 16, which provided for additional reformation of the School Building Program. AB 16, among other items, clarified that if the SAB is no longer approving apportionments for new construction due to the lack of funds available for new school facilities construction, a school district may increase its

Level II Fee to the Level III Fee. With the issuance of the State bonds authorized by the passage of Proposition 47, this section of AB 16 became inoperable.

Furthermore, Proposition 55 was approved on March 2, 2004, which authorized the sale of \$12.3 billion in State bonds. In addition, California voters approved Proposition 1D in the general election held on November 7, 2006. Proposition 1D authorized the issuance of \$10.4 billion in State bonds.

Most recently, California voters approved Proposition 51 (the California Public School Facility Bonds Initiative) in the general election held on November 8, 2016, authorizing the issuance of \$9 billion in bonds to fund the improvement and construction of school facilities for K-12 schools and community colleges.

SECTION II. PROJECTED UNHOUSED STUDENTS AND ESTIMATED FACILITY AND PER-STUDENT COSTS

The objective of this Study is to determine if a nexus exists between future residential and commercial/industrial development and the need for school facilities. In addition, the Study aims to identify the costs of such required school facilities and determine the amount of School Fees that can be justifiably levied on residential and commercial/industrial development according to the estimated impacts caused by such development. This section evaluates whether existing school facilities can accommodate students generated from future residential development, projects student enrollment based on anticipated residential growth, and estimates the costs of school facilities required to accommodate new residential growth. The findings determined in this section are used in following sections to evaluate the cost impact per square foot for new residential and commercial/industrial property. Although many of the figures in this section are primarily derived from residential development projections and impacts, they are adjusted in Section IV. to evaluate the impact of commercial/industrial development.

A. SCHOOL DISTRICT CAPACITY AND CURRENT STUDENT ENROLLMENT

The School District's existing school facilities capacity and student enrollment were evaluated in order to determine if there is excess capacity to house students generated by new residential and commercial/industrial development.

The School District currently operates fifteen (15) elementary school sites serving grades kindergarten through 6, three (3) junior high school sites serving grades 7 and 8, and two (2) school sites serving grades kindergarten through 8. Per Education Code Section 17071.10, these facilities have a capacity to accommodate 13,279 students. Pursuant to Education Code Section 17071.30 and SAB Regulation 1859.51, portable classrooms were not included in the calculation to the extent they are (i) leased through the State Relocatable Classroom Program, (ii) leased for a period of less than five (5) years, (iii) leased when needed as interim housing (project basis), or (iv) represent the number of portables that exceed 25% of the School District's permanent classrooms. Appendix "B" provides a calculation of the updated facility capacity.

Based on October 2019 California Longitudinal Pupil Achievement Data System (CALPADS) data, the student enrollment of the School District is 12,857 students, of which 9,783 students are at the elementary school level (grades kindergarten through 6) and 3,074 students are at the junior high school level (grades 7 and 8). Current available capacity is calculated by subtracting current student enrollment from existing school facilities capacity for each school level. This operation results in available capacity at the elementary school level and deficit capacity at the junior high school level. The capacity calculation is shown in Table 1. It should be noted these capacities are driven by State loading standards and do not necessarily reflect the School District's program goals, or the ability to shift classroom uses at the K-8 sites to accommodate students enrolled at the separate school levels.

**TABLE 1
FACILITIES CAPACITY AND STUDENT ENROLLMENT**

SCHOOL LEVEL	EXISTING PERMANENT FACILITIES CAPACITY	STUDENT ENROLLMENT (OCTOBER 2019)	AVAILABLE/ (DEFICIT) CAPACITY
Elementary School (K-6)	10,246	9,783	463
Junior High School (7-8)	3,033	3,074	(41)
TOTAL	13,279	12,857	422

B. PROJECTED UNHOUSED STUDENTS

1. Projected Residential Units

Areas within the School District are largely developed and built-out; however, opportunities exist for new development through infill and redevelopment projects. A projection of the number of new residential construction within the School District boundaries was derived from information obtained from the Planning Department of the City of Fullerton (“City”). Based on the information, it is estimated the School District could experience the development of 1,165 residential units over the next ten (10) years (“Projected Units”).

The Projected Units are summarized by residential category in Table 2 below. single-family detached units (“SFD”) are those units with no common walls; multi-family attached units (“MFA”) are those units sharing a common wall and include townhouses, condominiums, apartments, triplexes, duplexes, etc. Currently, none of the Projected Units have mitigated their impact to the School District through participation in a Community Facilities District or through execution of a mitigation agreement.

**TABLE 2
PROJECTED UNITS BY RESIDENTIAL CATEGORY**

RESIDENTIAL CATEGORY	PROJECTED UNITS
Single-Family Detached (SFD)	5
Multi-Family Attached (MFA)	1,160
TOTAL	1,165

2. Student Generation Rates

In order to calculate student generation rates (“SGRs”), Koppel & Gruber Public Finance (“K&G Public Finance”) first obtained County of Orange Assessor’s roll data from a third-party vendor. The data contained all residential parcels within the School District and provided land use class designations (i.e. condominiums, single family dwellings, etc.), physical address (situs), and number of units for many but not all parcels. Parcels in the database were classified by unit type (SFD and MFA) and the number of units applicable to these properties was researched and inputted as needed.

Since the County property data was missing unit counts for many of the residential parcels contained therein, K&G Public Finance relied on housing information from the U.S. Census Bureau¹ to estimate the total number of residential units located within the School District by residential category.

K&G Public Finance then obtained a student database from the School District, which contained student identification, grade level and physical address information for each student enrolled in the School District. The student database is reflective of student enrollment information as of October 2019. The student enrollment address information was matched to the address (situs address) information of parcels in the County property characteristic database. The number of students matched was then queried by school level and residential category. Table 3 below summarizes the SGRs by school level and residential type. The calculation of the SGRs is shown in Appendix “C” of this Study.

**TABLE 3
STUDENT GENERATION RATES**

SCHOOL LEVEL	SFD UNITS	MF UNITS
Elementary School (K-6)	0.2728	0.1837
Junior High School (7-8)	0.0867	0.0587
TOTAL	0.3595	0.2424

3. Projected Student Enrollment

Projected student enrollment was determined by multiplying the SGRs in Table 3 by the number of Projected Units as shown in Table 2. A total of 282 students are estimated to be generated from Projected Units. The projected student enrollment is summarized by school level in Table 4.

**TABLE 4
PROJECTED STUDENT ENROLLMENT BY SCHOOL LEVEL**

SCHOOL LEVEL	TOTAL PROJECTED STUDENTS
Elementary School (K-6)	214
Junior High School (7-8)	68
TOTAL	282

4. Projected Unhoused Students

As shown in Table 1, there are available seats at the elementary school level and deficit capacity at the junior high school level based on current student enrollment and existing capacity. The capacity analysis is driven by State classroom loading standards and does not consider the educational program goals and priorities of the School District, nor do the results of the capacity analysis reveal the condition and adequacy of the existing facilities to house student enrollment. As further described in this Study, capital improvements are necessary for the long-term use to adequately house the existing

¹ 2014-2018 American Community Survey 5-Year Estimates; DP04 – Selected Housing.

student population and future enrollment growth at all school levels. The facilities needs exist regardless of the availability of capacity to house student enrollment, inclusive of student enrollment generated from new development. Therefore, there are zero (0) seats available to accommodate Projected Student Enrollment from Projected Units. Table 5 shows the number of Projected Unhoused Students at each school level.

**TABLE 5
PROJECTED UNHOUSED STUDENTS**

SCHOOL LEVEL	PROJECTED STUDENT ENROLLMENT	AVAILABLE SEATS	PROJECTED UNHOUSED STUDENTS
Elementary School (K-6)	214	0	214
Junior High School (7-8)	68	0	68
TOTAL	282	0	282

C. FACILITY NEEDS AND ESTIMATED PER-STUDENT COST

1. Facilities Needs

In 2015, the School District conducted a Facilities Master Plan (“2015 Plan”). The 2015 Plan identifies both the short-range and long-range facility needs of the School District and focuses on repairs, upgrades, technology enhancements, modernization and construction of new facilities that are necessary for the continued use of the School District’s existing facilities and to meet education program needs. The costs of the short-range and long-range capital improvement projects are estimated at approximately \$233,000,000.

The 2015 Plan demonstrates capital improvement projects are necessary for the long-term use and adequate housing of student enrollment at the School District’s existing facilities. While the findings in Table 1 show overall available capacity, the 2015 Plan outlined plans to modernize or replace aging classrooms with the construction of new classroom buildings. Therefore, without implementation of the capital improvement projects adequate facilities do not exist within the School District to house student enrollment as a result of new development.

2. Estimated Cost per Student

Utilizing the estimated costs outlined in the 2015 Plan, the average estimated cost for the construction of new classrooms and/or the replacement of existing portables with permanent classrooms is \$607,491 per classroom in 2015 dollars. Adjusting such estimate to current 2020 dollars¹, plus ten percent (10%) for estimated soft and site development costs, yields an estimated cost per classroom of \$804,261, which is deemed appropriate for all school levels. This determination of the new construction cost estimated per classroom is further detailed in Appendix “D” of this Study. The new construction cost estimate per classroom is then divided by the estimated student capacity

¹ Adjusted by the State of California SAB Approved Construction Cost Index.

per classroom, which results in the estimated Total Facilities Cost Impact per Seat/Student by school level as shown in Table 6.

**TABLE 6
FACILITIES COST IMPACT PER SEAT/STUDENT**

SCHOOL LEVEL	NEW CONSTRUCTION COST ESTIMATE PER CLASSROOM	STUDENT CAPACITY PER CLASSROOM ¹	FACILITIES COST IMPACT PER SEAT/STUDENT
Elementary School (K-6)	\$804,261	25	\$32,170
Junior High School (7-8)	\$804,261	27	\$29,787

¹ School capacities are determined based on State loading standards of 25 students per classroom for grades kindergarten through 6 and 27 students per classroom for grades 7 and 8.

SECTION III. PROJECTED IMPACT OF RESIDENTIAL DEVELOPMENT

The following section presents the school facilities impact analysis for new residential development and provides step-by-step calculations of the estimated per residential square foot cost impact.

Government Code Section 66001 (g) allows School Fees to include the costs attributable to the increased demand for public facilities reasonably related to the development project(s) in which the fee is imposed in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan. The proposed capital improvement projects outlined in the 2015 Plan are recommended because the existing facilities require upgrade or replacement for their continued long-term use, and such upgrades will benefit both existing student enrollment and student enrollment generated as a result of new residential construction; thus it is deemed reasonable and appropriate to include estimated costs as described in Section II.B when evaluating the impact per square foot as a result of Projected Unhoused Students. To determine the school facilities cost impact per square foot of residential development, first the Facilities Cost Impact per Seat/Student determined in Table 6 is multiplied by the Projected Unhoused Students as shown in Table 5 for each school level. The result of this computation is shown in Table 7 and reflects the estimated school facilities cost impact to house Projected Unhoused Students.

**TABLE 7
TOTAL FACILITIES COST IMPACT**

SCHOOL LEVEL	PROJECTED UNHOUSED STUDENTS	FACILITIES COST IMPACT PER SEAT/STUDENT	TOTAL FACILITIES COST IMPACT
Elementary School (K-6)	214	\$32,170	\$6,884,380
Junior high School (7-8)	68	\$29,787	\$2,025,516
TOTAL			\$8,909,896

The total school facilities impact shown in Table 7 above was then divided by the number of Projected Units shown in Table 2 to determine the school facilities cost per residential unit. The cost per residential unit is shown in Table 8.

**TABLE 8
SCHOOL FACILITIES COST PER RESIDENTIAL UNIT**

TOTAL FACILITIES COST IMPACT	PROJECTED UNITS	FACILITIES COST IMPACT PER RESIDENTIAL UNIT
\$8,909,896	1,165	\$7,648

The school facilities cost impact per residential square foot is calculated by dividing the school facilities cost per residential unit determined in Table 8 by the weighted average square footage of each residential unit type. This calculation is shown in Table 9 below. The weighted average square

footage of the Projected Units is estimated based on information obtained through the City and project plan information found from other sources.

TABLE 9
SCHOOL FACILITIES COST PER RESIDENTIAL SQUARE FOOT

FACILITIES COST IMPACT PER RESIDENTIAL UNIT	WEIGHTED AVERAGE SQUARE FOOTAGE	FACILITIES COST PER RESIDENTIAL SQUARE FOOT
\$7,648	892	\$8.57

The school facilities impact per residential square foot determined in Table 9 is greater than the School District’s share of the current maximum authorized residential School Fees of \$2.72 per square foot; therefore, the School District is justified in levying up to but not exceeding the maximum authorized amount for residential construction and reconstruction.

SECTION IV. COMMERCIAL/INDUSTRIAL SCHOOL IMPACT ANALYSIS

The following section presents the school facilities impact analysis for new commercial/industrial development and provides a step-by-step calculation of the estimated per commercial/industrial square foot cost impacts.

A. EMPLOYEE GENERATION

In the course of making the nexus findings to justify School Fees levied on commercial/industrial development, Education Code Section 17621(e)(1)(B) requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. As mentioned in the Executive Summary, for purposes of making such determination this code section further sets out that the employee generation estimates be based on the applicable estimates set forth in the Traffic Study published by SANDAG.

The employee generation estimates per 1,000 square feet of development derived from the Traffic Study are listed by commercial/industrial land use category in Table 10. The land use categories listed are based on those categories described in the Traffic Study and include all land uses recommended by the provisions of Education Code Section 17621(e)(1)(B).

TABLE 10
EMPLOYEE GENERATION PER 1,000 SQUARE FEET
OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	AVERAGE SQUARE FOOTAGE PER EMPLOYEE	EMPLOYEES PER 1,000 SQUARE FEET
Banks	354	2.8253
Community Shopping Center	652	1.5348
Neighborhood Shopping Center	357	2.7985
Industrial Business Parks	284	3.5156
Industrial Parks/Warehousing/Manufacturing	742	1.3473
Rental Self-Storage	15,541	0.0643
Research & Development	329	3.0408
Hospitality(Lodging)	883	1.1325
Commercial Offices (Standard)	209	4.7897
Commercial Offices (Large High Rise)	220	4.5442
Corporate Offices	372	2.6848
Medical Offices	234	4.2654

Source: San Diego Traffic Generator Study, January 1990 Edition; SANDAG.

B. RESIDENTIAL IMPACT

1. Households

To evaluate the impact of commercial/industrial development on School District facilities, the employee generation estimates listed in Table 10 were first used to determine the impact of commercial/industrial development on a per household basis. Based on information obtained from the U.S. Census Bureau¹, there are approximately 1.52 employed persons per household on average for households located within the School District. Dividing the employee generation estimates listed in Table 10 by 1.52 results in the estimated number of households per 1,000 square feet of commercial/industrial development (“Total Household Impact”).

The Total Household Impact determined in the preceding paragraph takes into consideration all employees generated from commercial/industrial development. Since some of those employees will live outside the School District and will therefore have no impact on the School District, the figures are adjusted to reflect only those households within the School District occupied by employees generated from commercial/industrial development built within the School District. Based on information derived from U.S. Census Bureau data², it is estimated that approximately 20.8 percent (20.8%) of employees both live and work within the School District. Multiplying the Total Household Impact by 20.8% results in the households within the School District impacted per 1,000 square feet commercial/industrial development. The results of these computations are shown in Table 11.

TABLE 11
IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON
HOUSEHOLDS WITHIN THE SCHOOL DISTRICT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.
Banks	0.3866
Community Shopping Center	0.2100
Neighborhood Shopping Center	0.3830
Industrial Business Parks	0.4811
Industrial Parks/Warehousing/Manufacturing	0.1844
Rental Self-Storage	0.0088
Research & Development	0.4161
Hospitality(Lodging)	0.1550
Commercial Offices (Standard)	0.6554
Commercial Offices (Large High Rise)	0.6218
Corporate Offices	0.3674
Medical Offices	0.5837

¹ 2014-2018 American Community Survey 5-Year Estimates; DP04 – Selected Housing; S0801-Commuting Characteristics (workers 16 years and over).

² 2014-2018 American Community Survey 5-Year Estimates; S0801 – Commuting Characteristics (commuting times).

C. NET IMPACT PER COMMERCIAL/INDUSTRIAL SQUARE FOOT

1. Cost Impact

To estimate the school facilities costs required to house new students as a result of additional commercial/industrial development, the Facilities Cost Impact per Residential Unit determined in Table 8 is multiplied by the household impacts calculated in Table 11, resulting in the total school facilities cost impact per 1,000 square feet of commercial/industrial development. The total school facilities cost impacts are shown in Table 12 by commercial/industrial development category.

TABLE 12
SCHOOL FACILITIES COSTS PER 1,000 SQUARE FEET OF
COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	FACILITIES COST IMPACT PER RESIDENTIAL UNIT (HOUSEHOLD)	TOTAL COST IMPACT
Banks	0.3866	\$7,648	\$2,957
Community Shopping Center	0.2100	\$7,648	\$1,606
Neighborhood Shopping Center	0.3830	\$7,648	\$2,929
Industrial Business Parks	0.4811	\$7,648	\$3,679
Industrial Parks/Warehousing/Manufacturing	0.1844	\$7,648	\$1,410
Rental Self-Storage	0.0088	\$7,648	\$67
Research & Development	0.4161	\$7,648	\$3,182
Hospitality(Lodging)	0.1550	\$7,648	\$1,185
Commercial Offices (Standard)	0.6554	\$7,648	\$5,012
Commercial Offices (Large High Rise)	0.6218	\$7,648	\$4,756
Corporate Offices	0.3674	\$7,648	\$2,810
Medical Offices	0.5837	\$7,648	\$4,464

2. Residential Fee Offsets

The total cost impacts determined in Table 12 represent the amounts required to fully mitigate the impact on school facilities, as a result of new commercial/industrial development within the School District. Many employees as result of new commercial/industrial development will commute from areas outside of the School District boundaries or will reside in existing homes, from which no mitigation will be received from the housing in which they reside. However, new commercial/industrial development, and thereby new employee generation, will also increase the need for new residential development to house those employees living in the School District. Applicable Residential School Fees adopted by the School District under applicable law will also be imposed by the School District on such new residential development. To prevent new commercial/industrial development from paying the portion of impact that

is mitigated by the Applicable Residential School Fees, this amount has been calculated and deducted from the school facilities impact costs calculated in Table 12.

The residential fee offsets are first calculated by using the Applicable Residential School Fee of \$2.72 per square foot and multiplying that amount by the weighted average square footage of a residential unit in the School District, which is 892 square feet. This calculation provides the average residential revenues from a residential unit of \$2,426 ($\2.72×892). The average residential revenues from a residential unit multiplied by the Household Impacts per 1,000 square feet of commercial/industrial development, as shown in Table 11, results in the residential school fee revenues per 1,000 square feet of commercial/industrial development (“Residential Fee Offset”). This computation is shown in Table 13.

**TABLE 13
RESIDENTIAL FEE OFFSET**

COMMERCIAL/INDUSTRIAL CATEGORY	HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	RESIDENTIAL FEE OFFSET PER 1,000 SQUARE FEET COM./IND.
Banks	0.3866	\$938
Community Shopping Center	0.2100	\$510
Neighborhood Shopping Center	0.3830	\$929
Industrial Business Parks	0.4811	\$1,167
Industrial Parks/Warehousing/Manufacturing	0.1844	\$447
Rental Self-Storage	0.0088	\$21
Research & Development	0.4161	\$1,010
Hospitality (Lodging)	0.1550	\$376
Commercial Offices (Standard)	0.6554	\$1,590
Commercial Offices (Large High Rise)	0.6218	\$1,509
Corporate Offices	0.3674	\$891
Medical Offices	0.5837	\$1,416

3. Net School Facilities Costs

Subtracting the Residential Fee Offset determined in Table 13 from the total school facilities costs listed in Table 12 results in the net school facilities costs per 1,000 square feet of commercial/industrial development (“Net School Facilities Costs”). The Net School Facilities Costs are listed in Table 14.

**TABLE 14
NET SCHOOL FACILITIES COSTS
PER 1,000 SQUARE FEET COMMERCIAL/INDUSTRIAL DEVELOPMENT**

COMMERCIAL/INDUSTRIAL CATEGORY	TOTAL SCHOOL FACILITIES COSTS	RESIDENTIAL FEE OFFSET	NET SCHOOL FACILITIES COSTS
Banks	\$2,957	\$938	\$2,019
Community Shopping Center	\$1,606	\$510	\$1,096
Neighborhood Shopping Center	\$2,929	\$929	\$2,000
Industrial Business Parks	\$3,679	\$1,167	\$2,512
Industrial Parks/Warehousing/Manufacturing	\$1,410	\$447	\$963
Rental Self-Storage	\$67	\$21	\$46
Research & Development	\$3,182	\$1,010	\$2,172
Hospitality (Lodging)	\$1,185	\$376	\$809
Commercial Offices (Standard)	\$5,012	\$1,590	\$3,422
Commercial Offices (Large High Rise)	\$4,756	\$1,509	\$3,247
Corporate Offices	\$2,810	\$891	\$1,919
Medical Offices	\$4,464	\$1,416	\$3,048

The Net School Facilities Costs determined in Table 14 were then divided by 1,000¹ to provide the cost impact on a square foot basis. These cost impacts are listed in Table 15.

**TABLE 15
NET COST IMPACTS
PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT**

COMMERCIAL/INDUSTRIAL CATEGORY	NET IMPACTS
Banks	\$2.02
Community Shopping Center	\$1.10
Neighborhood Shopping Center	\$2.00
Industrial Business Parks	\$2.51
Industrial Parks/Warehousing/Manufacturing	\$0.96
Rental Self-Storage	\$0.05
Research & Development	\$2.17
Hospitality(Lodging)	\$0.81
Commercial Offices (Standard)	\$3.42
Commercial Offices (Large High Rise)	\$3.25
Corporate Offices	\$1.92
Medical Offices	\$3.05

The net cost impacts shown in Table 15 are greater than the School District's share of the current maximum authorized commercial/industrial School Fees of \$0.44 per square foot, except for the category of Rental Self-Storage. Therefore, the School District is justified in levying commercial/industrial school fees in amount up to but not exceeding

¹ The Employee Generation rates derived from the SANDAG study are estimated per 1,000 square feet of development.

the School District's share of the maximum authorized statutory fee. For the Rental Self-Storage Commercial/Industrial category, the School District is justified in collecting an amount equal to \$0.05 per square foot.

SECTION V. OTHER CONSIDERATIONS

A. COMMERCIAL/INDUSTRIAL DEVELOPMENT NOT IN PRESCRIBED CATEGORIES

In cases where new commercial/industrial development does not fit within the prescribed categories shown in Table 10, the School District shall evaluate such development on a case-by-case basis to determine if the imposition of the School Fees on the development meets the nexus requirements set forth under Government Code Section 66000 et seq. The School District may levy School Fees on such development in an amount up to but not exceeding the cost per square foot impact determined through such evaluation.

B. AGE-RESTRICTED (SENIOR) HOUSING

Government Code Sections 65995.1 and 65995.2 provides school districts may only charge the fees applicable for commercial/industrial development for qualified age-restricted (senior citizen) housing. Qualified age-restricted housing generates employees resulting in school facility impacts similar to those impacts from other commercial/industrial categories specified herein.

SECTION VI. REDEVELOPMENT

Government Code Section 66001, subdivision (a)(3) and (4) requires that a school district, in imposing school-impact fees, establish a reasonable relationship between the fee's use, the need for the public facility and the type of development project on which the fee is imposed. This section addresses and sets forth general policy when considering the levy of school fees on new construction units resulting from redevelopment projects within the School District.

Redevelopment means voluntarily demolishing existing residential, commercial, and/or industrial structures and subsequently replacing them with new construction (“Redevelopment”). The School District is aware of Redevelopment projects completed within the School District boundaries and anticipates similar Redevelopment projects may be completed in the next ten (10) years and beyond. School fees authorized pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq. shall be levied by the School District on new construction resulting from Redevelopment projects, if there is a nexus between the School Fees being imposed and the impact of new construction on school facilities, after the impact of pre-existing development has been taken into consideration. In determining such nexus, the School District shall review, evaluate and determine on a case-by-case basis, the additional impact of the proposed new development by comparing the projected square footage, student generation and cost impacts of the proposed new construction and the pre-existing residential, commercial and/or industrial development. Such analysis shall utilize the student generation rates identified in Table 3 of this Study, as applicable.

The School District may levy school fees, authorized under applicable law, on new construction resulting from Redevelopment projects in an amount up to the additional impact cost per square foot as determined in accordance with the preceding paragraph, but not exceeding the applicable school fees.

SECTION VII. GOVERNMENT CODE SECTION 66000

Government Code Sections 66000 *et seq.* were enacted by State Legislature in 1987. In any action establishing, increasing, or imposing a fee as a condition of approval of a development project, such as the Applicable Residential School Fee and Applicable Commercial/Industrial School Fees described herein (collectively referred to as the “Applicable School Fees”), these Government Code sections require the public agency to satisfy the following requirements:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

The information set forth herein, including the information contained in the Appendices attached hereto, provide factual evidence establishing a nexus between the type of development projected to be built within the School District and the amount of Applicable School Fees levied upon such development based on the need for such Applicable School Fees. The determinations made in this Study meet the requirements of Government Code Section 66000. The findings are summarized as follows:

Purpose of the School Fee

The Board of the School District will levy and collect school fees on new residential and commercial/industrial development to obtain funds for the construction and/or reconstruction of school facilities to accommodate students generated as a result of such development. In accordance with Education Code Section 17620, “construction or reconstruction of school facilities” *does not* include any item of expenditure for any of the following:

1. Regular maintenance or routine repair of school buildings and facilities;
2. Inspection, sampling, analysis, encapsulation or removal of asbestos-containing material, except where incidental to school facilities construction or reconstruction for which the expenditure of fees or other consideration collected pursuant to Education Code Section 17620 is not prohibited; and,
3. Deferred maintenance as described in Education Code Section 17582.

Identify the Use of the School Fee

The School District has determined that revenues collected from Applicable School Fees imposed on residential and commercial/industrial developments will be used for the following purposes:

1. Construction or reconstruction of school facilities required to accommodate students generated by new residential and commercial/industrial development in areas of the School District where existing school facilities are needed;
2. Construction or reconstruction of administrative and operations facilities required in response to new student growth from new development;
3. Acquisition or lease of property for unhoused students generated from new development;
4. Purchase or lease of interim and/or temporary school facilities in order to accommodate student capacity demands;
5. Furniture for use in new school facilities;
6. Costs associated with the administration, collection, and justification for the Applicable School Fees;
7. Provide local funding that may be required if the School District applies for State funding through SB 50.

The 2015 Plan outlined the proposed capital improvement projects to a number of existing school facilities. As previously noted and described herein, the Applicable School Fees will be used to provide adequate facilities for student enrollment generated Projected Units to the extent described in this Study and permitted by applicable law. Such Applicable School Fees may be used to fund, in part, the facilities needs identified in the 2015 Plan as allowable by applicable law, inclusive of those school facilities described in this Study.

Relationship Between the Use of the Fee, the Need for School Facilities and the Type of Development on Which the Fee is Imposed

As determined in the preceding sections, adequate school facilities do not exist to accommodate students generated from new residential and commercial/industrial development. The fees imposed on such new development will be used to finance the construction, reconstruction and/or expansion of school facilities required to accommodate student enrollment growth generated by new residential and commercial/industrial development.

Determination of the Relationship Between the Fee Amount and the School Facilities Costs Attributable to Type of Development on Which the Fee is Imposed

The imposition of the Applicable Residential School Fee of \$2.72 per square foot of residential development is justified, as this fee is below the per square foot cost impact to provide adequate school facilities required as a result of such new residential development.

Similarly, the imposition of the Applicable Commercial/Industrial School Fees of \$0.44 per square foot of commercial/industrial development are justified as the fees are equal to or below the estimated per square foot net cost impact to provide adequate school facilities required as a result of such new commercial/industrial development, except for Rental Self-Storage development.

Accounting Procedures for the Fees

The School District will deposit, invest, and expend the school fees imposed and collected on residential and commercial/industrial development in accordance with the provision of Government Code Section 66006.

APPENDIX A
COMMERCIAL/INDUSTRIAL DEVELOPMENT DESCRIPTIONS

Banks	Include small branch offices to regional offices used for banking. Properties under this category allow customers to conduct banking on-site.
Shopping Center	Broadly include regional, community and neighborhood shopping centers which sell merchandise and services to consumers. Include grocery stores, restaurants, retail centers, automotive sales.
Industrial Business Parks	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with 15% or more of the total area designated for commercial use.
Industrial Parks/Warehousing/Manufacturing	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with limited or no commercial use (less than 15% of the total area designated for commercial use).
Rental Self-Storage	Include warehouse developments which rent small storage vaults and often termed “mini-storage”.
Research & Development	Include scientific research and development laboratories, office and/or their supporting facilities.
Hospitality (Lodging)	Include establishments which provide lodging to the general public. Lodging types include hotels, motels, resort hotels and inns. The maximum term of occupancy for establishment within this category shall not exceed 30 days.
Commercial Offices (Standard) ¹	Include general office space occupying less than 100,000 square feet with multiple tenants.
Commercial Offices (Large High Rise) ¹	Include general office space occupying 100,000 square feet and greater with multiple tenants.
Corporate Offices	An office or office building with a single tenant.
Medical Offices	Include medical offices that serve a wide range of medical needs and may include a pharmacy. Medical offices are generally operated by one or more physicians.

¹ Office space used for activities described under banks, research and development, or medical offices should be classified under those categories.

APPENDIX B
FACILITIES CAPACITY UPDATE

**FULLERTON SCHOOL DISTRICT
FACILITIES CAPACITY UPDATE
APPENDIX B**

CLASSROOM INVENTORY¹

School Level	School Site	Permanent Classrooms	Portable Classrooms	Total Classrooms	Special Education Classrooms	General Education Classrooms
Elementary School	Acacia Elementary School	6	20	26	1	25
	Commonwealth Elementary School	23	2	25	5	20
	Fern Drive Elementary School	23	4	27	3	24
	Golden Hill Elementary School	20	11	31	3	28
	Hermosa Drive Elementary School	17	5	22	2	21
	Laguna Road Elementary School	17	6	23	1	22
	Maple Elementary School	14	12	26	2	24
	Orangethorpe Elementary School	27	12	39	2	37
	Pacific Drive Elementary School	29	7	36	3	33
	Raymond Elementary School	21	2	23	2	21
	Richman Elementary School	21	23	44	2	42
	Rolling Hills Elementary School	22	5	27	0	27
	Sunset Lane Elementary School	18	16	34	2	32
Valencia Park Elementary School	26	13	39	3	36	
Woodcrest Elementary School	24	4	28	4	24	
ELEMENTARY SCHOOL (K-6) TOTALS		308	142	450	35	416
K-8	Beechwood K-8 School	11	23	34	1	33
	Fisler K-8 School	31	3	34	0	34
K-8 SCHOOL TOTALS		42	26	68	1	67
Junior High	Ladera Vista Junior High School	29	14	43	3	40
	Nicolas Junior High School	33	11	44	6	38
	Parks Junior High School	23	15	38	2	36
JUNIOR HIGH (7-8) TOTALS		85	40	125	11	114
Total		435	208	643	47	597

¹ School District and 2015 Facilities Master Plan.

STUDENT CAPACITY (In accordance with California Code of Regulation, Title II, Section 1859.35)

Description	General Education ¹		Non Severe ²	Severe	Total
	K-6	7-8			
I. Total Classroom Inventory	467	130	47	-	644
II. Permanent Classrooms					435
III. Portable Classrooms					210
IV. 25% of Permanent Classrooms					109
V. Adjustment (III. Minus IV.)	73	22	7	-	101
IV. Total (I. minus V.)	394	108	40	-	543
Student Capacity³	9,850	2,916	514	-	13,280

¹ Classrooms located at K-8 school sites were allocated based on October 2017 enrollment figures.

² All Special Use Classrooms have been categorized as Non-Severe.

³ School capacities are determined based on loading factors of 25 pupils per classroom for grades kindergarten through 6, 27 pupils per classroom for grades 7 and 8, 9 pupils per classroom for severe pupils and 13 pupils per classroom for non-severe pupils as set forth in the California Code of Regulation, Title II, Section 1859.35.

ESTIMATED STUDENT CAPACITY BY SCHOOL LEVEL

Description	K-6	7-8	Total
General Education	9,850	2,916	12,766
Proration of Non Severe Capacity	396	117	513
Proration of Severe Capacity	-	-	-
Total	10,246	3,033	13,279

APPENDIX C

STUDENT GENERATION RATES

Student Generation Rates (SGRs) used in this Study are based on information obtained from the County of Orange Assessor’s Office, student enrollment data from the School District and U.S. Census Bureau data.

A property database reflective of the County of Orange 2019/20 Assessors’ roll was obtained via a third-party vendor. The property database contains property information for parcels within the School District, including land use class information (i.e. condominiums, single family dwellings, etc.). Parcels in the database were classified by unit type (SFD, MFA) based on the County’s land use class designations, and further research as necessary. Since the property data information obtained from the County was missing unit counts for many of the residential parcels contained therein, K&G Public Finance relied on housing information derived from U.S. Census Bureau data¹ to estimate the total number of residential units located within the School District. The residential units identified in the U.S. Census Bureau data were also classified by property type (SFD and MFA).

A student enrollment database was obtained from the School District and was reflective of student enrollment information as of October 2019. The student enrollment address information was matched to the address (situs address) information of parcels in the County’s property characteristic database. The number of students matched was then queried by school level and residential category. Students could not be matched if they were inter-district or they did not have a valid physical address (e.g. only P.O. Box was listed). Mobile homes are not considered in the SGR determination, including the students matched to the mobile home land use, and therefore have been omitted². The determination of the SGRs is summarized in Tables C-1 and C-2.

Table C-1
Single Family Detached (SFD)
Student Generation Rates

SCHOOL LEVEL	STUDENTS MATCHED	SFD UNITS	SGR BY SCHOOL LEVEL
Elementary School (K-6)	6,186	22,675	0.2728
Junior High School (7-8)	1,967	22,675	0.0867
TOTAL	8,153	NA	0.3596

¹ 2014-2018 American Community Survey 5-Year Estimates; DP04 – Selected Housing.

² Education Code Section 17625 sets forth the prerequisites that must be met before school districts may levy school fees on mobile homes. Since it is often difficult to determine and make projections relating to mobile homes that meet those requirements, the mobile home category is omitted from this analysis.

**Table C-2
Multi-Family (MFA)
Student Generation Rates**

SCHOOL LEVEL	STUDENTS MATCHED	MFA UNITS	SGR BY SCHOOL LEVEL
Elementary School (K-6)	2,864	15,592	0.1837
Junior High School (7-8)	916	15,592	0.0587
TOTAL	3,780	NA	0.2424

In order to evaluate students generated from future households by school level, the student generation rates determined in Table C-1 and C-2 above (also summarized in Table 3 of this Study) were used. These student generation rates are listed by residential category and by school level.

**Table C-3
Student Generation Rates**

SCHOOL LEVEL	SFD UNITS	MFA UNITS
Elementary School (K-6)	0.2728	0.1837
Junior High School (7-8)	0.0867	0.0587
TOTAL	0.3595	0.2424

The student generation rates for each residential category listed in Table C-3 were blended into a single student generation rate for each school level based on the percentage allocation of unmitigated Projected Units. The percentage allocations are shown in Table C-4.

**Table C-4
Allocation of Projected Units by Residential Category**

RESIDENTIAL CATEGORY	PROJECTED UNITS	PERCENTAGE ALLOCATION
SFD	5	0.43%
MFA	1,160	99.57%
TOTAL	1,165	100.00%

The Blended Student Generation Rates were determined by applying the percentage allocations, the results of which are shown in Table C-5.

**Table C-5
Blended Student Generation Rates**

SCHOOL LEVEL	BLENDED STUDENT GENERATION RATE ¹
Elementary School (K-6)	0.1841
Junior High School (7-8)	0.0588
TOTAL	0.2429

¹ May not compute due to slight rounding differences.

APPENDIX D
ESTIMATED FACILITIES COSTS

**FULLERTON SCHOOL DISTRICT
ESTIMATED FACILITIES COSTS
APPENDIX D**

ESTIMATED FACILITIES COSTS¹

School Level	School Site	New Construction/ Replacement Cost	Number of Replacement Classrooms
Elementary School	Acacia Elementary School	\$0	0
	Commonwealth Elementary School	\$0	0
	Fern Drive Elementary School	\$0	0
	Golden Hill Elementary School	\$8,796,800	9
	Hermosa Drive Elementary School	\$0	0
	Laguna Road Elementary School	\$0	0
	Maple Elementary School	\$0	0
	Orangethorpe Elementary School	\$0	0
	Pacific Drive Elementary School	\$0	0
	Raymond Elementary School	\$0	0
	Richman Elementary School	\$4,980,000	8
	Rolling Hills Elementary School	\$4,357,500	7
	Sunset Lane Elementary School	\$7,900,000	11
	Valencia Park Elementary School	\$5,955,000	10
Woodcrest Elementary School	\$0	0	
K-8	Beechwood K-8 School	\$11,200,000	25
	Fisler K-8 School	\$0	0
Junior High	Ladera Vista Junior High School	\$2,980,000	6
	Nicolas Junior High School	\$0	0
	Parks Junior High School	\$0	0
Administration Center/Nutrition Services		\$0	0
Total		\$46,169,300	76

¹ Source: 2015 Facilities Master Plan.

Description	Amount
Total New Construction/Replacement Costs	\$46,169,300
No. of Classrooms	76
Average Cost Per Classroom	\$607,491
Inflation Adjustment (2015 to 2020) ²	120.36%
Estimated Cost per Classroom (2018 Dollars)	\$731,146
Estimated Soft Costs	10%
Total Cost per Classroom	\$804,261

² Based on the percentage change in the State of California SAB Approved Construction Cost Index.

APPENDIX E
NOTICE OF PUBLIC HEARING

FULLERTON SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

**NOTICE OF CONSIDERATION OF APPROVING AN INCREASE
IN STATUTORY (LEVEL 1) SCHOOL FEES IMPOSED ON NEW
RESIDENTIAL AND COMMERCIAL/INDUSTRIAL
CONSTRUCTION PURSUANT TO GOVERNMENT CODE
SECTION 65995 AND EDUCATION CODE SECTION 17620**

NOTICE IS HEREBY GIVEN that the Board of Trustees (“Board”) of the Fullerton School District (“School District”) at its regular board meeting to be held in the Board Room at the District Administration Building, 1401 West Valencia Drive, on Tuesday, April 14, 2020 at approximately 5:00 p.m. or soon thereafter, will consider approving an increase in statutory school fees (“Level I School Fees”) that may be imposed on new residential and commercial/industrial construction located within the boundaries of the School District pursuant to Government Code Section 65995 and Education Code Section 17620. Specifically, the Board will consider approving maximum Level I School Fees of (i) \$2.72 per square foot for assessable space of new residential construction and (ii) up to \$0.44 per square foot of chargeable covered and enclosed space for categories of new commercial/industrial construction.

A report entitled “School Fee Justification Study” was prepared pursuant to and in accordance with applicable law, which includes information and analysis demonstrating the relationship between new residential and commercial/industrial development and the School District’s need for the construction of school facilities, the estimated cost of the school facilities, and justification for the levy of Level I School Fees on new residential and commercial/industrial development.

The School Fee Justification Study and any related documents regarding the proposed adoption of the Level I School Fees are available for public review during normal business hours at the School District’s administrative office, located at 1401 West Valencia Drive, Fullerton, CA 92833.

Questions and/or comments should be directed to Dr. Robert R. Coghlan, Assistant Superintendent, Business Services at (714) 447-7412.

APPENDIX F
EXCERPT FROM STATE ALLOCATION BOARD AGENDA –
2020 LEVEL I FEES

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: “The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code.”

Government Code Section 65995(b)(3) states the following: “The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting.”

BACKGROUND

There are three levels that may be levied for developer’s fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer’s fee up to 100 percent of the School Facility Program new construction project cost.

STAFF ANALYSIS/STATEMENTS

A historical comparison of the assessment rates for development fees for 2016 and 2018 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 7.64, during the two-year period from January 2018 to January 2020, requiring the assessment for development fees to be adjusted as follows beginning January 2020*:

RS Means Index Maximum Level I Assessment Per Square Foot

	2016	2018	2020
Residential	\$3.48	\$3.79	\$4.08
Commercial/Industrial	\$0.56	\$0.61	\$0.66

*Assembly Bill 48 (O'Donnell) includes provisions related to development fees. In the event that Proposition 13 is approved by the voters in March 2020, the provisions of Assembly Bill 48 will take effect and may change the fee amounts above for certain types of development projects.

RECOMMENDATION

Increase the 2020 maximum Level I assessment for development in the amount of 7.64 percent using the RS Means Index to be effective immediately.

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE THE PUBLIC ANNOUCEMENT OF MR. THOMAS REMINSKY AS THE BOARD OF TRUSTEES' INTENDED APPOINTEE TO THE PERSONNEL COMMISSION TO FILL THE UNEXPIRED TERM UNTIL DECEMBER 2021**

Background: The District's Personnel Commission is comprised of three (3) representatives: a Board of Trustees' appointee, a Personnel Commission appointee, and a Classified School Employees Association (CSEA) appointee. Personnel Commissioners are appointed for staggered three (3) year terms. The Personnel Commission oversees the Merit System for Classified Employees.

The vacancy on the Board of Trustees' appointee to the Personnel Commission became vacant mid-term. The District issued a public notice requesting applications to fill the unexpired term until December, 2021. After consideration of all applicants, it is recommended that the Board of Trustees publicly announce Thomas Reminiskey as their intended appointee in accordance with E.C. 45246 (b)(2).

On May 12, 2020, the Board of Trustee will hold a public hearing to receive input from the public, employees and employee organizations prior to consideration of final action for an appointment to the Personnel Commission (E.C. 45256 (d)).

Rationale: California Education Code Article 6 Sections 45256 establish the procedures to fill the Board of Trustees' unexpired term of the vacant position on the Fullerton School District Personnel Commission.

Funding: Cost shall be \$50 per meeting and not to exceed \$250 per month from the Personnel Commission budget.

Recommendation: Approve the public announcement of Mr. Thomas Reminisky as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

CH:nm

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: APPROVE/RATIFY PURCHASE OF 500 APPLE iPADS FOR 2019/2020 SCHOOL YEAR

Background: The District is currently working to ensure every 4th-8th grade student has a working iPad for online learning. While we have enough iPads out in student hands, we need larger inventory to ensure repair and replacement of iPads. With social distancing, we are often swapping iPads when students come for tech support rather than attempting to repair on-site.

Rationale: The District wants to ensure that we have enough devices to repair and replace all student devices in 4th-8th grade through the end of the school year. This purchase may also allow for us to extend online learning to 3rd grade based on the results of our phone calls to every family member.

Funding: Total cost is not to exceed \$165,000 and will be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

JD:kv
Attachment

Apple Inc. Education Price Quote

Customer: Bob Mastrodonato
FULLERTON SCHOOL DISTRICT
Phone: 714-447-7472
email:
bob_mastrodonato@fullertonsd.org

Apple Inc: Jimmy Morgan
5505 W Parmer Lane
Bldg 7
Austin, TX 78727
Phone: +1-512-6746496
email: jimmy_morgan@apple.com

Apple Quote: 2206191117

Quote Date: Tuesday, March 31, 2020

Quote Valid Until: Thursday, April 30, 2020

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	Personalized 10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: BP842LL/A Personalized 10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: PW7L2LL/A Quantity: 500 Engraving: Fullerton School District PO#	50	\$2,940.00	\$147,000.00

Edu List Price Total	\$147,000.00
- eWaste Fee / Recycling Fee	\$2,000.00
- Additional Tax	\$0.00
- Estimated Tax	\$11,392.50
- Total Tax	\$11,392.50
Extended Total Price*	\$160,392.50

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

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 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

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- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
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 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Thursday, April 30, 2020 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
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Document rev 10.6.1

Date of last revision – June 20th, 2016

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE/RATIFY PURCHASE OF 600 WIFI INTERNET HOTSPOTS FROM ORANGE COUNTY DEPARTMENT OF EDUCATION FOR 2019/2020 SCHOOL YEAR**

Background: The Fullerton School District (FSD) was approached by the Orange County Department of Education to join a consortium purchase for needed Internet HotSpots. This consortium was able to get devices with a fast turnaround time (2 weeks) vs the 4-6 weeks that FSD had been quoted by others.

Rationale: The District moved forward with this consortium purchase in order to receive the Internet HotSpots as quickly as possible.

Funding: Total cost is not to exceed \$170,000 and will be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

JD:kv

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Tuesday, April 14, 2020
Minutes of the Regular Meeting of the Board of Trustees
6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Open Session, Call to Order, Pledge of Allegiance, – Board Room

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:02 p.m. and Dr. Robert Pletka led the pledge of allegiance to the flag. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur,
Jeanette Vazquez (via Zoom Teleconference)

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt,
Julienne Lee (via in-person)

Superintendent's Report

Dr. Pletka stated in accordance with the Governor's Executive Order to stay at home during the COVID-19 pandemic, Fullerton School District will continue to provide emergency distance learning through the end of this academic school year. He stated all students will be promoted to the next grade level and be held "harmless" due to the pandemic and the grading system will not be punitive.

Julienne Lee, Assistant Superintendent of Educational Services, read the following statement regarding Distance Learning expectations:

FSD Grading Statement

The Fullerton School District is committed to providing quality distance learning instruction, district resources, and social emotional support to students and families during school closure due to COVID-19. Based on state and local guidelines from the California Department of Education and Orange County Department of Education, we strongly believe in developing grading practices that ensure "no harm" to students as we transition to Distance Learning. At this time, the Fullerton School District will establish a "pass" grading system. A pass grading system means that all students TK-8th grade will receive a "pass" on their third trimester/fourth quarter grades. Through the lens of equity, teachers will continue to provide positive feedback to students on work performance, hold high expectations for student engagement, and follow up with families to provide support. School sites will continue to reach out to students and families through various communication methods such as phone calls, emails, apps, and learning management systems. The grading policy for the remainder of the 2019-2020 school year was created by teachers, principals, district administration, and support staff. We continue to work together to provide students with care and compassion, especially during these uncertain times.

Communication Expectations

Fullerton School District and FETA have a long tradition of collaboration with our associations. We highly value the PAL process. The PAL process enables us to work collaboratively with grade-level teams, leadership teams, PAL representatives, and joint committees to reach consensus around our shared core values (C.I.R.C.L.E.S.).

The District provided guidelines/suggestions on synchronous and asynchronous communications between teachers and students. Each site is able to set expectations around communications, as long as there are choices regarding specific technologies. Decisions are being made and evolving based on collaborative input from grade-levels/PLCs, based on unique community factors, such as connectivity at home, teacher training/ability around technologies, diverse needs, the instructional vision at the site, and what is best for students. We understand that teachers may be affected differently by the school closure, therefore if a teacher is having difficulty with site communication guidelines each week, they should discuss their situation with their principal as soon as possible.

Dr. Pletka stated that Pursuant to Governor Newsom's Executive Order N-29-20, the Regular Meeting of the Fullerton School District Board on May 12, 2020, was being held by teleconference. Trustees of Fullerton School District Board participated in this meeting via teleconference. Dr. Pletka explained the Board was the

only ones participating via teleconferencing (Zoom) for the April 14th Board Meeting as a precaution for numerous other groups and meetings being “zoom bombed” with inappropriate material and comments.

Information from the Board of Trustees

Trustee Meyer- She reported the videos that are being disseminated to the parents and staff are very heartfelt and informational. She has enjoyed watching the videos that involve students and the videos help all of us during these difficult times. She thanked all staff that are serving students with meals, deep-cleaning buildings to keep everyone safe, and to educators for their endless support of students.

Trustee Thakur- He stated that as a parent has been very impressed with the Distance Learning FSD 360 plan to help students learn and keep them engaged with learning while sheltering in place. He stated the comments from parents have been positive regarding the District’s response to Distance Learning. He shared that zoom participation in the class for his child started high and has decreased a bit. He thanked everyone for their hard work with Distance Learning.

Trustee Berryman – She stated it is a hard and an unusual time for everyone and much harder than the typical end of the school year. She thanked Trustee Thakur for providing feedback as a parent and President Vazquez as an educator regarding Distance Learning. She stated how critical it is to support students and families through these social emotional times. She appreciates what staff is doing to continue supporting students with any concerns they may have during these unprecedented times. She thanked the community for coming together to help students and families with donations.

Trustee Sugarman– She thanked Yolanda McComb, Principal at Raymond Elementary, for her years of service to Fullerton School District. Mrs. McComb recently announced her retirement. The District will be looking for a great replacement to fill the principal vacancy at Raymond Elementary. Trustee Sugarman shared it has been heart-warming to receive so many heartfelt notes during this difficult time and it shows we are a family. She applauded the Fullerton Education Foundation (FEF) for partnering with the Fullerton School District to receive donations for families in need during COVID-19. FEF has collected close to \$6000 in donations including a \$3000 donation from the Fullerton Elementary Teachers Association.

President Vazquez –She thanked all staff, Executive Cabinet and all essential workers for their hard work. Every day information changes regarding the COVID-19 pandemic and she is grateful for the response the District has had to help students and families. She referenced a newsletter article from a non-profit organization that spoke about providing resources to students.

Information from DELAC, PTA, FETA, CSEA, FESMA- *All reports that were submitted were read out loud during the Board Meeting by Carmen Serna, Executive Assistant to the Superintendent.*

DELAC, PTA, FETA, and CSEA Reports– Please reference reports at the bottom of the Board Minutes.

Public Comments:

No Public Comments.

Approve Minutes

It was moved by Hilda Sugarman seconded Janny Meyer and carried 5-0 to approve minutes of the Regular meeting on March 10, 2020 and the Special Meeting on March 13, 2020.

Approve Consent Agenda and/or Request to Move an Item to Action

Consent Items

Moved by Janny Meyer, seconded by Aaruni Thakur, and carried 5-0 to approve the consent. The Board commented on consent items #1b, #1i, an #1j.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees’ appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0068 through N22C0071, N22D0284 through N22D0354, N22E0275 through N22E0346, N22M0258 through N22M0287, N22R0979 through N22R1069, N22S0012 through N22S0019, N22T0027, N22V0108 through N22V0129, N22X0386 through N22X0387, N22Y0084, N22Z0075 through N22Z0076 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220503 through 220568 for the 2019/2020 school year.

- 1e. Approve/Ratify warrants numbered 126860 through 127441 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.
- 1g. Approve Independent Contractor Agreement between John Paul (“J.P.”) Jones, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.
- 1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2020 – March 31, 2020).
- 1i. Adopt Resolution #19/20-16 proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week in the Fullerton School District.
- 1j. Adopt Resolution #19/20-17 proclaiming May 17 – 23, 2020, as “Classified School Employee Week” in the Fullerton School District.
- 1k. Approve rejection of claims against the Fullerton School District numbered: 1907028.
- 1l. Approve/Ratify warrant numbered 1128 for the 2019/2020 school year.
- 1m. Approve/Ratify warrant numbered 1212 through 1213 for the 2019/2020 school year.
- 1n. Adopt resolutions numbered 19/20-B027 through 19/20-B029 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1o. Approve Notice of Completion for KYA Services, LLC, for the purchase of material and labor for repairs to the fields located within Acacia Elementary School.
- 1p. Approve agreement with John R. Byerly Incorporated, to provide professional geotechnical engineering/testing, materials laboratory testing, and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03.
- 1q. Approve agreement with The Hauffe Company for repairs and improvements as required by the Division of the State Architect (DSA) as part of the Transportation Department modular building project number FSD-19-20-MF-03.
- 1r. Approve/Ratify Classified Personnel Report.
- 1s. Approve/Ratify service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System Enterprise Management Service for 2019/2020 school year.

Discussion/Action Items:

- 2a. Adopt/Ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

Dr. Robert Coghlan, Assistant Superintendent of Business Services, shared this agenda item allows the increase of the Revolving Cash Fund in order to pay emergency refunds and other payments for programs that have been cancelled due to the COVID-19 pandemic and school closures.

It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to Adopt/Ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

- 2b. Approve Memorandum of Understanding for COVID-19 Teacher Evaluations between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, shared that due to the worldwide coronavirus pandemic that has led to the closure of the Fullerton School District, the evaluative process for certificated staff has developed some obstacles for completion. In collaboration with the Fullerton Elementary Teachers Association (FETA), the District has developed a new Memorandum of Understanding (MOU) and is requesting Board approval. This MOU will allow a certificated staff member, with administrator agreement, to continue on with their evaluation or suspend it entirely. This MOU will allow certificated staff and their respective administrators to make a final decision regarding this year's Reflective Evaluation process.

It was then moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to Approve Memorandum of Understanding for COVID-19 Teacher Evaluations between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2c. Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

The worldwide coronavirus pandemic has led to the temporary closure of Fullerton School District schools and many other businesses, which has impacted many of our classified employees family members and their ability to work and receive pay. In collaboration with the District and the California School Employees Association (CSEA), and its Chapter 130, a temporary Memorandum of Understanding (MOU) for the period of Spring Break has been developed for employees who work less than 12 months. These classified employees will be permitted to claim vacation pay for their regularly scheduled hours and to be paid for extra hours worked to help the District provide meals and distance learning materials to students. Under the current bargaining agreement and pre-established work calendars, less than 12-month employees cannot exceed their daily work hours using a combination of vacation pay and extra hours worked on days they are not scheduled to work. This MOU provides for a one-time exception to this bargaining agreement provision. This MOU between the District and CSEA allows classified employees who work less than 12 months who worked during Spring Break to claim vacation pay for their regularly scheduled daily work hours and to be paid for extra hours worked.

It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

Public Hearing

President Vazquez conducted a public hearing at 6:56 p.m. to allow public comment regarding the adoption of Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

Hearing no public comments, the public hearing was closed at 6:59 p.m.

Discussion/Action Items:

2d. Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

The Robert Coghlan stated that on January 22, 2020, the State Allocation Board (SAB) approved an increase to Level 1 Developer Fees which is the amount a school district may charge for mitigating the impact of new residential and commercial/industrial development on school district facilities. The recently adopted Level 1 Developer Fees allows for \$4.08 per square foot of assessable space on residential property (developer fees) to be collected. Fullerton School District is not a K-12 district, therefore the amount collected is shared with Fullerton Joint Union High School District, and Fullerton School District's share would be 2/3 or \$2.72 per square foot. The recently adopted Level 1 Developer Fees also allows for \$0.66 per square foot of commercial/industrial construction to be collected, of which Fullerton School District's share would be \$0.44 per square foot.

It was moved by Janny Meyer, seconded by Aaruni Thakur, and carried 5-0 to Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

2e. Approve the public announcement of Mr. Thomas Reminiskey as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

The vacancy on the Board of Trustees' appointee to the Personnel Commission became vacant mid-term. The District issued a public notice requesting applications to fill the unexpired term until December, 2021. After consideration of all applicants, it is recommended that the Board of Trustees publicly announce Thomas Reminiskey as their intended appointee in accordance with E.C. 45246 (b)(2). On May 12, 2020, the Board of Trustee will hold a public hearing to receive input from the public, employees and employee organizations prior to consideration of final action for an appointment to the Personnel Commission.

It was then moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to Approve the public announcement of Mr. Thomas Reminiskey as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

2f. Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

The District is currently working to ensure every 4th-8th grade student has a working iPad for Distance Learning including Special Education. While the District has enough iPads out in student hands, the District needs a larger inventory to ensure repair and replacement of iPads. With social distancing, we are often swapping iPads when students come for tech support rather than attempting to repair on-site.

It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

2g. Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

The Fullerton School District (FSD) was approached by the Orange County Department of Education to join a consortium purchase for needed Internet HotSpots to provide to students that do not have internet access to conduct Distance Learning. This consortium was able to get devices with a fast turnaround time (2 weeks) vs the 4-6 weeks that FSD had been quoted by others.

It was then moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Sugarman suggested FSD look into hiring a Public Relations person. Hearing no second, the motion did not move forward.

President Vazquez made a motion, seconded by Trustee Sugarman to have a special board meeting session on Board Evaluation and consider CSBA to conduct the session.

President Vazquez made a motion, seconded by Trustee Thakur to add an Equity Resolution to the May 12, 2020, Board agenda. Dr. Pletka reported the Board will receive 2-3 equity resolutions to review.

Trustee Berryman requested an update on the solar project installation at the District Office and school sites. In addition, she requested an update on Laguna Road's STEAM Lab. (The STEAM Lab suffered a fire during the Fall of 2020).

Trustee Thakur requested a COVID-19 update at the May 12, 2020, Board Meeting and ongoing there after for each Board Meeting. Trustee Thakur stated he would like a future study session with topics to be determined.

President Vazquez adjourned the Regular meeting on April 14, 2020, at 8:06 p.m.

Clerk/Secretary, Board of Trustees

Reports read by Carmen Serna, Executive Assistant to the Superintendent, during the Board Meeting:

DELAC:

The DELAC committee would like to thank the Fullerton School District for their continued support for our English Learner population during this time of school closures and Distance Learning.

- A special thank you to Dr. Pletka for his collaboration in printing and distributing a copy of the rent moratorium to all families in the District. This exemplary practice will now be recommended for all Orange County Districts to follow.
- Additionally, we would like to thank the school District for allowing parents to pick up lunches without their child being present.

Thank you for your support of our English Learners and the DELAC committee.

Sincerely,
Egleth Nuncci
DELAC President

PTA:

April Fullerton Council PTA update:

Hello everyone! We hope you are all well and safe, and adjusting to our strange new normal. Fullerton council PTA would like to sincerely thank you for your dedication and commitment to helping our teachers and students navigate through their new "normal" way of doing school. We know the countless hours, emails, and phone calls that have happened over the last few weeks to make distant learning possible. We are also hearing from lots of families that they are loving the video updates from Dr. Pletka, the social media post with the face game and teachers reading to the kids. These "simple" acts give great comfort and connectivity to our kiddos. So, sincerely, many thanks!

We are sad to have to cancel our spring luncheon. This is always a great event to award scholarships to graduating seniors, recognize those who have gone above and beyond for our schools and students, and just celebrate another wonderful year. We are discussing having some sort of welcome back celebration in August.

PTA business is sort of continuing as normal... We will finish out the year with Zoom meetings and elections over the next couple of months.

We hope you all are well and safe, and we look forward to seeing you all in August!!

Warmest wishes,

Wendy Reid and the entire Fullerton Council PTA board

CSEA:

Good evening Dr. Pletka, President Vazquez, Members of the Board and Cabinet. Thank you Carmen Serna for speaking on behalf of CSEA:

We are deeply indebted to Cabinet and the Board for your tireless efforts to keep everyone working and in paid status. We are each surrounded by friends and loved ones who are being furloughed, laid off or dismissed from their employment, helping us to be more grateful for our positions with FSD. Classified employees have been showing our appreciation by pouring our hearts into our work for the students and the community we serve.

Our Nutrition Services staff have been preparing nutritious meals for students, but they do not work alone. Instructional Aides and Playground Supervisors have been dedicating their hours to assist. Our Custodians have been setting up distribution zones, sanitizing and breaking down daily. FSD has also been blessed to partner with generous businesses and organizations within the community who donate food and hot lunches. Our Transportation Department are picking up those donations and delivering to school sites daily, and our mechanics make sure the busses are reliable.

Meals and food are extremely important, but they are not the only service our district provides for our students. FSD 360° concentrates on the whole student. Student Support Services are offering different approaches to support the social and emotional needs of students and families. Instructional materials and iPads are also being distributed at school sites. Our Innovation and Instructional Support Department is offering technical support to all our students and families - staff as well. They help navigate every issue from log-in tutorials and connectivity problems to broken devices. Our Teachers, Education Services and Instructional Aides are

preparing subject specific packets for digital distribution as well as printed materials. Our print shop never rests – except for breaks required by law, of course.

Our Maintenance and Operations Department is hard at work making sure highly utilized surfaces are properly sanitized and our schools are ready for the day we can all return. All supplies are ordered, received, processed and paid for by Purchasing, the Warehouse, and the Business Department. It takes a small army to make sure all our sites have what they need to flourish during these uncertain times. All of this is on top of what must be done daily to keep our district functioning like a well-oiled machine. Payroll has been flexible with all our time sheet changes. Human Resources have been supporting new COVID laws and putting into effect the new MOUs we negotiate. Our Superintendent's Office, Child Development, Child Welfare and Attendance, and school site office staff must continue to enroll students for next year. Luckily, our work never ends.

Thank you for your innovative ideas to keep us all working and contributing to our shared goals. Thank you for being flexible with the ever-changing requirements and regulations that pop up daily. Thank you for making us proud to serve shoulder-to-shoulder with the best minds and hearts in Fullerton. The old saying goes that it takes a village to raise a child. We have learned it takes FETA, FESMA, the Board and CSEA working together to educate and support Fullerton. You make us proud to be part of this FSD family.

Thank you for your time,
Joanne Declaro

FETA:

Good evening President Vazquez, Board of Trustees, Superintendent Pletka, and Cabinet,

I hope you are all coping well and somehow settling into a semi-normal "Covid-19 routine." Since Friday, March 13th, the shock of school closings has been stressful and frustrating as teachers, support staff, and the district pivoted to Distance Learning for all students. Teachers' daily routines, communication to parents and students, teaching, and caring for our families have all been upended. These changes have affected our teachers disproportionately. SPED, Preschool, TK-3, 4-6th, PE, and junior high teachers have all had to respond differently and have had unequal challenges. Many teachers have communicated these concerns to me, and I have been dealing with these site by site and at the district level. I thank our teachers for reaching out as many are juggling stressful and challenging family responsibilities while sheltering at home **and** at the same time trying to navigate and reconcile the new demands of "Distance Learning." This has been especially taxing on our SPED teachers. I thank our teachers for sharing their concerns, fears, and frustrations as it is important to communicate them to the district.

Again, considering each teacher's unique home situation and family responsibilities, I've communicated to teachers to simply do the best they can. Cover the basics. Be reasonable, and that teachers are not expected to compare themselves to others, to stress out, and to create a novel virtual reality classroom all on their own. I've encouraged them to just make connections with their parents and students the best they can, whether it be through email, a phone call, Google Classroom, Dojo, Seesaw, a recorded video message, or if possible with a video conferences in Zoom or Google meet.....some teachers are available to do more, and some teachers due to responsibilities of families at home are unable to do as much as they wish. Many teachers are anxious and concerned because they are unable to perform at previous levels of innovation and engagement due to shelter-in-place challenges. They feel they will be negatively judged or evaluated by their administrators or by the district because they can't meet certain "expectations". This is a real concern. I ask that you, the district, and our administrators continue to communicate a message of understanding, flexibility, and compassion to teachers.

Last week, an email was sent from an administrator to their site staff. It was shared with me by a FETA member. The message is spot on and really hits home on what we should all be communicating to administration, teachers, and staff. I would like to share it with you.

Hello Team :)

Happy rainy Tuesday! I just wanted to say that ALL of you are doing a GREAT job! You are rocking this 'teaching from home during the COVID-19 pandemic'!!! No other teachers in the history of the world have ever done something like this before. No one is an expert. I do not expect any of you to be experts. I am not an expert.

I was chatting with a teacher the other day and it hit me. As educators, we always say: "We can only control what happens at school. We cannot control what happens at home." This statement has never ever been truer than now! I know we are all control freaks and normally we can control what happens in our classrooms, but sadly our students' homes are not our classrooms. We cannot control their homes. So.....breathe deep and everyone repeat after me, "I. Can. Only. Control. What. I. Can. Control."

Many of you are juggling multiple jobs at home and learning to work with new coworkers! Many of you are: a teacher for your students, a teacher for your own kids, a chef, a dog walker, a cat cuddler, a reptile feeder, a dishwasher, a companion, a wife, a husband, a baker, a maid, a daughter, and a son. But most importantly, you are a HUMAN going through this CRAZY time in life that no one has ever gone through before and trying to keep yourself afloat.

Please do not compare yourself to others. Please do not think that you need to do a million things more. Please do not think you are failing your students. Please do not stress yourself out.

Please take a deep breath and say "I can only control what I can control." You cannot control other people's children when they are not in your classroom. You are not required to call your students and yell at them for their parents because they refuse to work at home. You are not expected to meet with your students for 6 hours a day through Zoom. You have a million other jobs (listed above) that need to be tended to, so YOU DO YOU!!!

If you need a verbal pep talk or vent session...you know where to find me. I am here for ALL of you. I miss you all dearly...

What a wonderful message from an administrator! Though not all administrators have communicated this exact message, this is what teachers need to hear!

I would also like to say thank you to Dr. Hammitt who also sent out an encouraging message last Wednesday, reminding us what is important. It is entitled [You're Not Alone- Working from Home](#).

This is a time where we need to slow down and take stock of what is important and give ***that*** our focus and priority. It is also a time where we can be grateful for all we have. As public employees, our salaries are guaranteed, our healthcare is intact, our support networks are strong, and we have the ability to still reach out and provide instruction for our students.

From me personally, I would like to thank you for all you are doing to help us through this unprecedented time while providing flexibility and grace to our wonderful FSD teachers!

With much gratitude,
Mark Jacobs
President, FETA
Raymond 6th Grade Teacher

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, May 12, 2020
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following audio:

(669) 900-9128 or (346) 248 -7799 (toll charges may apply)
Webinar ID: 833 9618 1335
Password: 102520

Public comment may be submitted by email to publiccomment@myfsd.org on or before Tuesday, May 12, 2020 at 2:00 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

THIS MEETING WILL BE TAPE RECORDED

5:00 p.m.- Call to Order, Pledge of Allegiance

Public Comments

5:00 p.m.- Recess to Closed Session – Agenda:

- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address publiccomment@myfsd.org on or before Tuesday, May 12, 2020 at 2:00 pm and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An

email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

Approve Minutes

Regular Meeting April 14, 2020

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0072, N22D0355 through N22D0359, N22E0292 through N22E0360, N22M0288 through N22M0298, N22R1020 through N22R1022, N22R1064 through N22R1164, N22R1088, N22S0020 through N22S0023, N22T0028 through N22T0029, N22V0130 through N22V0151, N22X0388 through N22X0391, and N22Z0077 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220569 through 220611 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 127442 through 127777 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.

1g. Approve agreements with Cantrell Photography, Inc., Lifetouch School Studios Inc., Studio 1, and Pictures with Class to provide school photography services for the 2020/2021 school year.

1h. Adopt resolutions numbered 19/20-B030 through 19/20-B032 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1i. Approve Notice of Completion for New Dimension General Construction for the removal and replacement of twenty-three (23) defective, non-functional drinking fountains with new hydration stations within various Fullerton School District schools.

1j. Approve EMS-ISITE Software School Nutrition Network, Hardware, Support, and Maintenance beginning July 1, 2020 through June 30, 2021.

1k. Approve renewal of unpaid dietetic student internship agreement with California State University, Long Beach, effective May 13, 2020 through June 30, 2021.

1l. Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning September 1, 2020 through August 31, 2023.

1m. Approve/ratify agreement with Pocock Design Solutions Inc., for mechanical engineering services as needed through the 2019/2020 and 2020/2021 fiscal school years.

1n. Approve Internet Access Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current agreement by one year (agreement number 49963) beginning July 1, 2020 through June 30, 2021.

1o. Approve Independent Contractor Agreement between Fullerton School District and Brisa Diaz to provide video editing services for FSD TV.

1p. Approve/Ratify Addendum between Fullerton School District and North Orange County Community College District to reflect changes to classes being offered for the 2019/2020 school year.

1q. Approve/Ratify Classified Personnel Report.

1r. Approve adoption of *Amplify Science* for grades 7th – 8th grade to support implementation of the California State Standards (CA-NGSS).

1s. Approve a contract to Lightspeed California, Inc. dba Lightspeed Technologies, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-19-00-0114B, for the purchase of classroom voice amplification equipment.

Public Hearing:

Conduct a Public Hearing to Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

Discussion/Action Items:

2a. Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

2b. Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year.

2c. Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2020, and 2021/2022 Fiscal school years.

2d. Approve new Job Description for Teacher on Special Assignment (TOSA) – Literacy.

2e. Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020.

2f. Approve Future Special Board Meeting(s)/Board Study Session(s) on various topics.

Update on COVID-19

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 9, 2020, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (714) 447-7405. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra hour(s), stipend(s), resignation(s), retirement(s) and rehire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 12, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1011	Kim	Estelle	IIS	Focus Teacher	Extra Hours	Approve contracted Focus Teacher hourly rate of \$38.78 NTE sixty (60) hours for certificated employees to work with FSD channel. Budget #0140955249-1101	05/12/20-05/29/20
979	TBD		Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours per day and NTE ninety (90) hours total for certificated employee to work 2020 ESY. Budget #0112354101-1101	6/05/20-07/02/20
948	Armstrong	Stephanie	Student Support	Speech	New Hire	Class IV, Step 1	8/7/20
	Machado	Leslie	Maple	COTSEN	Resignation		5/29/20
	Peddleton	Dorothy	Student Support	Speech	Retirement		5/29/20
	Powers	Debra	Beechwood	Teacher	Retirement		5/29/20
957	Anderson	Melissa	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
988	Andi Swaine	Amy	Sunset Lane	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110027101-1100	08/08/19-05/29/20
986	Ascari	Patricia	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110012101-1101	08/08/19-05/29/20
989	Bishop	Alexandra	Sunset Lane	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110027101-1100	08/08/19-05/29/20
986	Bradley	Daryl	Fern	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110013101-1101	08/08/19-05/29/20
986	Branman	Christina	Hermosa	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110016101-1100	08/08/19-05/29/20
957	Cisneros	Jacqueline	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
989	Colby-Lohr	Diana	Woodcrest	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110029101-1100	08/08/19-05/29/20
975	Comini	Lauren	Educational Services	Teacher	Stipend	Approve stipend of \$1,782.90 for certificated employee to supervise students participating in DART 104 Maya 3D Middle College class. Budget #0121552211-1900	01/30/20-05/21/20
987	Contreras	Jasel	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110026101-1100	08/08/19-05/29/20
986	Dellalonga	Sandra	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110012101-1101	08/08/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 12, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
967	Drew	Nicole	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
987	Erickson	Jessica	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110021101-1100	08/08/19-05/29/20
972	Farzana	Ismail	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20-08/06/20
964	Gomes	Stephanie	Educational Services	Teacher	Stipend	Approve stipend of \$1,800 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
967	Green	Karen	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
987	Grismer	Luann	Richman	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110025101-1100	08/08/19-05/29/20
987	Hernandez	Marisol	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #01121101-1100	08/08/19-05/29/20
957	Higgs	Jody	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
965	Hogerhuig	Angela	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
989	Jenisch	Peter	Sunset Lane	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110027101-1100	08/08/19-05/29/20
988	Jones	Laura	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110026101-1100	08/08/19-05/29/20
966	Khan	Arshiya	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
986	Knowles	Judith	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110012101-1101	08/08/19-05/29/20
986	Krause	Veronica	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110019101-1100	08/08/19-05/29/20
986	Lee	Lauren	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110019101-1100	08/08/19-05/29/20
987	Lee	Angela	Raymond	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110024101-1100	08/08/19-05/29/20
972	McCreary	Elizabeth	Golden Hill	Speech	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20-08/06/20
989	Michaels	Keely	Woodcrest	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110029101-1100	08/08/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 12, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
983	Moen	Shawn	Educational Services	Teacher	Stipend	Approve stipend of \$2,037.60 for certificated employee to supervise students participating in DART 104 Maya 3D Middle College class. Budget #0121552211-1900	01/27/20-05/25/20
972	Niessen	Larissa	Golden Hill	Speech	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20-08/06/20
957	Orr	Mary Kay	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
972	Partida	Rebecca	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20-08/06/20
988	Petris	Rudolph	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110026101-1100	08/08/19-05/29/20
972	Pettinicchio	Sue	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20-08/06/20
990	Pionke	Leanna	Woodcrest	Teacher	Stipend	Approve stipend of \$878 for certificated employee to teach combo class. Budget #0110029101-1101	02/06/20-05/29/20
987	Prado	Crystal	Raymond	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110024101-1100	08/08/19-05/29/20
966	Reed	Lori	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
964	Regitz	Nancy	Educational Services	Teacher	Stipend	Approve stipend of \$1,800 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
957	Rittenhouse	Amanda	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
965	Sapien	Jessica	Educational Services	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
963	Skaggs	Doreen	Educational Services	Teacher	Stipend	Approve stipend of \$1,800 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
986	Sok-Huynh	Khemaradevi	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110019101-1100	08/08/19-05/29/20
968	Song	Linda	Educational Services	Teacher	Stipend	Approve stipend of \$1,800 for certificated employee to participate in All the Arts STAGE program. Budget #0121552101-1101	01/01/20-05/29/20
957	Sylvester	Amy	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
1005	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$60 for certificated employee to attend online Amplify Science training for Jr High Science Teachers. Budget #0141355239-1901	06/01/20-06/05/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 12, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
972	Villa	Kaitlyn	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20-08/06/20
957	Waisanen	Beniy	Golden Hill	Teacher	Stipend	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101-1101	08/03/20-08/06/20
974	Wingfield	Linda	Educational Services	Teacher	Stipend	Approve stipend of \$2,223.45 for certificated employee to supervise students participating in CISG 110 Middle College class. Budget #0121552211-1900	01/27/20-05/22/20
986	Zoellner	Elizabeth	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo class. Budget #0110012101-1101	08/08/19-05/29/20

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on May 12, 2020.

Clerk/Secretary

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: May 12, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Anonymous	Parent	Monetary Donation	Meal Program	\$21.00
Educational Services Department (District Office)	Early Learning Solutions	Community Partner	Monetary Donation	MathShelf materials	\$2,700.00
Educational Services Department (District Office)	California State PTA	PTA	Monetary Donation	PEN Stipend	\$400.00
Golden Hill	Golden Hill Education Foundation	Community Partner	Monetary Donation	1st Grade Field trip to Mt. Sac	\$767.75
Ladera Vista JHS	The Ladera Vista Foundation	Community Partner	Monetary Donation	Ladera Leading Ladies	\$1,004.91
Ladera Vista JHS	Heidi Hagel	Community Partner	Supplies Donation	Supplies for Ceramics Program	N/A
Laguna Road	Laguna Road Support Our School Foundation	Community Partner	Monetary Donation	Outdoor Science Camp	\$6,663.00
Raymond	Aero General Insurance Services	Parent	Monetary Donation	School Donation	\$100.00
Sunset Lane	Sunset Lane Education Foundation	Community Partner	Monetary Donation	Substitute Teacher for participation at Gold Tournament	\$120.00
Superintendent's Office (District Office)	Fullerton Education Foundation	Community Partner	Monetary Donation	Community Impact Relief Fund	\$1,025.00
Superintendent's Office (District Office)	Pam Ryono	Staff	Monetary Donation	Community Impact Relief Fund	\$200.00
Visual and Performing Arts Department (District Office)	McCoy Mills Fullerton Ford	Community Partner	Monetary Donation	All the Arts for All the Kids Program (Donation on 2/1/2020)	\$1,000.00
Visual and Performing Arts Department (District Office)	McCoy Mills Fullerton Ford	Community Partner	Monetary Donation	All the Arts for All the Kids Program (Donation on 3/1/2020)	\$1,000.00

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0072, N22D0355 THROUGH N22D0359, N22E0292 THROUGH N22E0360, N22M0288 THROUGH N22M0298, N22R1020 THROUGH N22R1022, N22R1064 THROUGH N22R1164, N22R1088, N22S0020 THROUGH N22S0023, N22T0028 THROUGH N22T0029, N22V0130 THROUGH N22V0151, N22X0388 THROUGH N22X0391, AND N22Z0077 FOR THE 2019/2020 SCHOOL YEAR.

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0072, N22D0355 through N22D0359, N22E0292 through N22E0360, N22M0288 through N22M0298, N22R1020 through N22R1022, N22R1064 through N22R1164, N22R1088, N22S0020 through N22S0023, N22T0028 through N22T0029, N22V0130 through N22V0151, N22X0388 through N22X0391, and N22Z0077 for the 2019/2020 school year.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/12/2020

FROM 03/27/2020 TO 04/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0072	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0139155101 5210	Positive Behavior Interv Instr / Conferences and Meetings
N22D0355	ENTERPRISE PRINTING AND GRAPHI	1,085.50	1,085.50	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
N22D0356	BRIAN KENYON ART STUDIO INC	1,295.00	1,295.00	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22D0357	PRESSAVVY INC.	3,191.56	3,191.56	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22D0358	SCHOLASTIC INC	251.38	251.38	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
N22D0359	PRESSAVVY INC.	4,515.19	4,515.19	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
N22E0292	KIM, SUE	18.63	18.63	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0293	KIM, SUE	17.23	17.23	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0347	VALENZUELA, NATALIE	53.49	53.49	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0348	KRAUSE, VERONICA	673.39	673.39	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0349	MILLS, ALINA	70.93	70.93	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0350	UNGARO, SUSAN	25.00	25.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22E0351	KIM, ESTELLE	16.49	16.49	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22E0352	BATISTELLI, MARISSA	102.06	102.06	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0353	DUNN, NATALIE	683.47	683.47	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0354	STOUT, ROSALIE	75.92	75.92	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0355	MUNSON, REBECCA	2,420.04	2,420.04	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0356	GUERRERO, REBECCA	357.05	357.05	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0357	MUMMA, TIFFANY	1,297.70	1,297.70	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0358	VASILADIS, MICHELLE	543.92	543.92	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0359	FONSECA, JUAN	56.12	56.12	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
N22E0360	MOSLEY, CLINTON	140.68	140.68	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
N22M0288	DAVIS FIRE PROTECTION	1,850.00	1,850.00	8152451741 5899	Property and Liability / Other Expenses
N22M0289	T AND B ENGINEERING INC	14,600.00	14,600.00	8152451741 5805	Property and Liability / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/12/2020

FROM 03/27/2020 TO 04/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0290	NEW DIMENSIONS GENERAL CONSTRU	525.00	525.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0291	NEW DIMENSIONS GENERAL CONSTRU	16,170.00	16,170.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0292	NEW DIMENSIONS GENERAL CONSTRU	10,500.00	10,500.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0293	ORANGE COUNTY PUBLIC SAFETY	22,608.00	22,608.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
N22M0294	ANACAL ENGINEERING COMPANY INC	10,000.00	10,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0296	AIR FILTRATION SOLUTIONS	171.32	171.32	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
N22M0297	EXECUTIVE ENVIRONMENTAL SERVIC	321.80	321.80	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0298	TIME AND ALARM SYSTEM	1,885.31	1,885.31	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22R1064	CURRICULUM ASSOCIATES LLC	17,053.60	9,000.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
			6,553.60	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
			1,500.00	0130418279 5805	LCFF Base Admin Laguna Road / Consultants
N22R1070	RUG-ED PRODUCTS INC	107.75	107.75	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R1071	CORREA, VANESA AND EDUARDO	5,000.00	5,000.00	0142054261 5220	Spec Ed Parent Participation / Mileage
N22R1072	AMAZON.COM	127.53	127.53	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
N22R1073	SCHOOL NURSE SUPPLY INC	57.25	57.25	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R1074	CDW.G	4,056.79	4,056.79	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1075	FLAGHOUSE INC	86.63	86.63	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
N22R1076	APPLE COMPUTER INC	11,416.04	11,416.04	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R1077	SHOWBIE INC	119.98	119.98	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1078	RUG-ED PRODUCTS INC	905.10	905.10	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R1079	AMAZON.COM	57.63	57.63	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R1080	LEARNING RESOURCES	129.27	129.27	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1081	WINSOR LEARNING INC	90.51	90.51	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1082	AMAZON.COM	101.80	101.80	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr

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PURCHASE ORDER DETAIL REPORT
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1083	AEROMARK	63.58	63.58	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R1084	MACBOOKADAPTER/AC INC	192.21	192.21	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R1085	PERMA BOUND	3,989.52	3,989.52	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1086	DEMCO INC	43.96	43.96	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1087	ROBOT MESH	710.93	710.93	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R1089	TEACHERS' CURRICULUM INSTITUTE	254.00	254.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
N22R1090	AMAZON.COM	74.48	74.48	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R1091	WONDER WORKSHOP	804.32	804.32	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
N22R1092	GOPHER SPORT	239.04	239.04	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
N22R1093	NASCO	1,101.67	1,101.67	0130423152 4310	LCFF Base Art Class Parks JH / Materials and Supplies
N22R1094	AMAZON.COM	1,184.39	1,184.39	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr
N22R1095	KNOWBUDDY RESOURCES	148.31	148.31	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1096	APPLE COMPUTER INC	95.90	95.90	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R1097	ULINE INC	208.60	208.60	0151354341 4350	Health Services / Materials and Supplies Office
N22R1098	AMAZON.COM	25.84	25.84	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1099	AMAZON.COM	201.37	201.37	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22R1100	AMAZON.COM	26.71	26.71	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R1101	AMAZON.COM	103.05	50.62	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
			52.43	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
N22R1102	ORANGE CNTY DEPARTMENT OF EDUC	878.75	878.75	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R1103	WHITE RHINO PROMOTIONAL SOLUTI	475.82	475.82	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22R1104	PEARSON ASSESSMENT INC	1,217.70	1,217.70	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1105	AMAZON.COM	106.61	106.61	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1106	CDW.G	1,262.44	1,262.44	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1107	DEMCO INC	17.70	17.70	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1108	APPLE COMPUTER INC	5,218.76	5,218.76	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1109	APPLE COMPUTER INC	326.17	326.17	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R1110	MITXPC INC	1,744.98	1,744.98	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R1111	APPLE COMPUTER INC	160,392.50	160,392.50	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22R1112	LEGO EDUCATION	1,120.22	1,120.22	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22R1113	JONES SCHOOL SUPPLY	1,426.06	1,426.06	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R1114	STAPLES ADVANTAGE	181.34	181.34	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1115	POWERSCHOOL GROUP LLC	8,741.82	8,741.82	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R1116	RIVERSIDE INSIGHTS	694.70	694.70	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1117	PEARSON ASSESSMENT INC	193.95	193.95	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1118	SOUTHWEST SCHOOL AND OFFICE SU	26,043.18	26,043.18	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1119	NATIONAL JUNIOR HONOR SOCIETY	161.63	161.63	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1123	RUG-ED PRODUCTS INC	2,560.14	2,560.14	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
N22R1124	KAHOOT! AS	72.00	72.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1125	RUG-ED PRODUCTS INC	413.76	413.76	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1126	OC UNITED TOGETHER	550.00	550.00	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
N22R1127	RUG-ED PRODUCTS INC	827.52	827.52	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R1128	SUNBURST DIGITAL	299.95	299.95	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
N22R1129	AMAZON.COM	138.54	138.54	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R1130	SCHOOL HEALTH CORPORATION	60.87	60.87	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R1131	JONES SCHOOL SUPPLY	332.76	332.76	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R1132	APPLE COMPUTER INC	10,275.90	10,275.90	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R1133	RUG-ED PRODUCTS INC	387.90	387.90	0141355239 4350	STEM Program Discrete / Materials and Supplies Office

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N22R1134	AMAZON.COM	96.87	96.87	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22R1136	BRAINPOP LLC	2,550.00	2,550.00	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
N22R1137	AMAZON.COM	151.15	151.15	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R1138	MULTI HEALTH SYSTEMS	187.50	187.50	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1139	AMAZON.COM	941.25	941.25	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1140	AMAZON.COM	67.97	67.97	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22R1141	AMAZON.COM	561.84	561.84	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
N22R1142	AMAZON.COM	1,601.38	1,601.38	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1143	AMAZON.COM	28.66	28.66	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R1144	DATA MANAGEMENT INC	181.08	181.08	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R1145	COMPLETE BUSINESS SYSTEMS	307.95	307.95	0130426279 4350	LCFF Base Admin Rolling Hills / Materials and Supplies
N22R1146	LAKESHORE LEARNING MATERIALS	651.50	651.50	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1147	LAKESHORE LEARNING MATERIALS	271.19	271.19	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22R1148	AMAZON.COM	64.11	64.11	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R1149	SMART APPLE MEDIA	333.06	333.06	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1150	ORANGE CNTY DEPARTMENT OF EDUC	767.75	767.75	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
N22R1151	EAGLE COMMUNICATIONS	2,653.95	1,253.95	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
			1,400.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1152	AMAZON.COM	4,309.89	4,309.89	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R1153	ORIGINAL WORKS-YOURS INC.	107.03	107.03	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
N22R1154	PLACENTIA-YORBA LINDA USD	2,466.45	2,466.45	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1155	AMAZON.COM	59.15	59.15	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
N22R1156	AMAZON.COM	514.98	514.98	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
N22R1157	PEARSON ASSESSMENT INC	1,020.00	1,020.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols

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PURCHASE ORDER DETAIL REPORT
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N22R1158	TFD UNLIMITED LLC	874.99	874.99	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Instr
N22R1159	TOTALLY PROMOTIONAL	312.48	312.48	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R1160	LEARNING A TO Z	549.75	549.75	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22R1161	EDGEWOOD PRESS INC	841.03	841.03	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1162	CULVER NEWLIN INC	669.67	669.67	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1163	UNIVERSITY OF OREGON	1,020.85	1,020.85	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Inst
N22R1164	AMAZON.COM	82.91	82.91	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22S0020	COSTCO WHOLESALE	2,875.31	2,875.31	0100000000 9320	Unrestricted / Stores
N22S0022	CC-PURCHASING	2,767.41	2,767.41	0100000000 9320	Unrestricted / Stores
N22S0023	SOUTHWEST SCHOOL AND OFFICE SU	504.27	504.27	0100000000 9320	Unrestricted / Stores
N22T0028	A-Z BUS SALES	3,333.18	1,209.18	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			2,124.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22T0029	A-Z BUS SALES	1,012.46	1,012.46	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0130	CDW.G	4,798.11	1,258.52	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			3,539.59	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0131	APPLE COMPUTER INC	38,867.36	32,376.50	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			6,490.86	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
N22V0132	APPLE COMPUTER INC	1,295.92	1,295.92	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0133	CDW.G	1,267.12	1,267.12	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
N22V0134	APPLE COMPUTER INC	5,973.27	5.00	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
			5,968.27	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
N22V0135	CULVER NEWLIN INC	17,312.50	14,716.26	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			2,596.24	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
N22V0136	CULVER NEWLIN INC	34,624.98	29,432.51	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
			5,192.47	0153750109 6410	Business Admin Instruction / New Equip Less Than

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PURCHASE ORDER DETAIL REPORT
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N22V0137	CDW.G	1,291.92	1,291.92	0111630101 6410	Donation Discretionary Fidler / New Equip Less Than
N22V0138	AMAZON.COM	1,323.88	1,323.88	0130412109 6410	LCFF Base Instr Commonwealth / New Equip Less Than
N22V0139	BLUE VIOLET NETWORKS LLC	4,657.22	4,657.22	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0140	CULVER NEWLIN INC	15,023.19	8,480.74	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			6,542.45	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
N22V0141	CULVER NEWLIN INC	12,770.41	8,480.74	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			4,289.67	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
N22V0142	GEARY PACIFIC SUPPLY	6,346.54	6,346.54	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0143	APPLE COMPUTER INC	2,394.89	2,394.89	0130219101 6410	LCFF Supplemental Instr Maple / New Equip Less Than
N22V0144	CDW.G	4,363.88	4,363.88	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0145	APPLE COMPUTER INC	4,469.62	4,469.62	0132952101 6410	AfrSchIEdSfty Cohort 6 Instr / New Equip Less Than
N22V0146	NASCO	922.72	922.72	0151354341 6410	Health Services / New Equip Less Than \$10,000
N22V0147	CULVER NEWLIN INC	14,910.76	13,204.00	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
			1,706.76	0153750109 6410	Business Admin Instruction / New Equip Less Than
N22V0148	CULVER NEWLIN INC	64,138.08	21,960.88	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			19,803.47	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
			22,373.73	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
N22V0149	B AND H PHOTO VIDEO INC	17,079.74	3,530.17	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			13,549.57	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0150	BLUE VIOLET NETWORKS LLC	40,510.09	40,510.09	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0151	GLASBY MAINTENANCE SUPPLY COMP	13,902.99	13,902.99	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
N22X0388	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
N22X0389	PAK, CHRISTINE L	2,500.00	2,500.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0390	MYTHERAPYCOMPANY LLC	30,000.00	30,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0391	QUADIENT INC	46,500.00	1,500.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
			45,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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N22Z0077	CLEMMONS SERVICES INC	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	766,583.87			
	Fund 12 Total:	4,309.89			
	Fund 81 Total:	26,814.06			
	Total Amount of Purchase Orders:	797,707.82			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

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N22D0236	BRIAN KENYON ART STUDIO INC	1,295.00	-1,395.36	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22D0352	PRESSAVVY INC.	484.27	+57.23	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22M0096	DESIGN WORKS, THE	4,603.00	+75.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0097	DESIGN WORKS, THE	1,550.00	+600.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22X0010	SOUTHWEST SCHOOL AND OFFICE SU	28,000.00	-10,000.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
			-5,000.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22X0012	SOUTHWEST SCHOOL AND OFFICE SU	14,100.00	+4,000.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22X0021	DEELITE DISTRIBUTION	1,800.00	+200.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
N22X0064	PEPPER MUSIC, J W	901.77	+101.77	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
N22X0095	SOUTHERN CALIFORNIA NEWS GROUP	2,500.00	+2,000.00	0153750799 5830	Business Administration DC / Legal Advertising
N22X0136	KONICA MINOLTA BUSINESS SOLUTI	10,500.00	+3,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0211	SOUTHWEST SCHOOL AND OFFICE SU	50,000.00	+27,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0215	KOMATSU FORKLIFT USA LLC	2,500.00	+500.00	0153150759 4363	Warehouse DC / Materials and Supplies Repairs
N22X0324	SEA CHANGE THERAPY LLC	63,762.50	+23,762.50	0171054101 5865	Outside Services ICA NPA NPS / Nonpublic School Services
N22Y0020	METRO FLUID CONNECTORS	962.89	+212.89	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Z0027	LOWES HIW INC	25,000.00	+5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0043	SSD ALARM SYSTEMS	12,000.00	+5,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
N22Z0075	ARAMARK UNIFORM SERVICE	2,450.00	+1,700.00	0153353819 4362	Plant Maintenance DC / Supplies Uniforms
Fund 01 Total:			56,814.03		
Total Amount of Change Orders:			56,814.03		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/12/2020

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N22M0248	SUPERIOR SIGNS AND GRAPHICS	268.11	268.11	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
N22M0295	AMERICAN MODULAR SYSTEMS INC	725.65	725.65	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
N22R1024	SHOWBIE INC	149.00	149.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22S0021	COSTCO WHOLESALE	1,514.33	1,514.33	0100000000 9320	Unrestricted / Stores
	Fund 01 Total:	2,657.09			
	Total Amount of Purchase Orders:	2,657.09			

Addendum To:

Purchase Orders Report

Board of Trustees Meeting 5/12/2020

The following Purchase Orders were printed out of sequence this reporting period and appear within next period:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R1020	Riverside Insights	\$5331.77	\$5331.77	01141541014315	Early Lrning Incl PreSchl Inst Materials and Supplies Instr
N22R1021	Cochlear Americas	\$440.61	\$440.61	01508553594350	District Testing Material And Supplies
N22R1022	CDWG	\$4900.00	\$4900.00	01409552494350	Info Systems Serv Media DC Materials and Supplies
N22R1135	Apple Computer	\$1125.55	\$1125.55	01131541016410	Low Incidence New Equip Less Than \$10,000

The following Purchase Order was cancelled during reporting period and isn't reflected on Cancelled Orders:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R1088	CDWG	\$4897.32	\$4897.32	01409552496410	Info Systems Serv Media DC New Equip Less Than \$10,000

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220569 THROUGH 220611 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 27, 2020 through April 23, 2020 contains purchase orders numbered 220569 through 220611 for the 2019/2020 school year totaling \$338,650.68. Purchase order number 220578 was void.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220569 through 220611 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220577	3/31/2020	4/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2818	\$2,818.00	
80000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2239	\$17,912.00	
80000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2069	\$16,552.00	
10	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$140.00	
10	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$5.20	
10	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$329.50	
10	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$106.80	
5	CS	997017	Cream Cheese 100/1 oz cup/cs #60501	\$17.0000	\$85.00	
720	ea	13040	Lowfat Milk, 1%Eco 1/2 PT	\$0.2339	\$168.41	
30000	ea	16040	ChocMilk, NonFat 1/2PT Eco	\$0.2169	\$6,507.00	
Sales Tax:						\$0.00
P.O. Total:						\$44,623.91
Vendor Total:						\$44,623.91
California School Nutrition Association	220597	4/14/2020	4/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	CSNA & Local Chapter Dues - Renewal	\$55.0000	\$55.00	
Sales Tax:						\$0.00
P.O. Total:						\$55.00
Vendor Total:						\$55.00
Gold Star Foods Inc.	220569	3/30/2020	3/30/2020	4/2/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	Case	123	Hot Dog, 8/1- Farmland GS#113205	\$35.7700	\$1,073.10	
Sales Tax:						\$0.00
P.O. Total:						\$1,073.10
Gold Star Foods Inc.	220576	3/31/2020	4/2/2020	4/24/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
100	Cs	123	Quesadilla, IW GS#401528- 48 Each	\$40.0300	\$4,003.00	
50	Cs	123	Cheese Cup GS#	\$99.9900	\$4,999.50	
Sales Tax:						\$0.00
P.O. Total:						\$9,002.50
Gold Star Foods Inc.	220579	3/31/2020	4/2/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$2,945.60	
100	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,765.00	
80	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$3,397.60	
60	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$23.3600	\$1,401.60	
71	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,939.40	
30	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$1,734.60	
30	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$1,564.50	
88	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$3,147.76	
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs	\$13.6400	\$818.40	
60	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$1,147.20	
Sales Tax:						\$0.00
P.O. Total:						\$21,861.66

Purchase Orders - Detail

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Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220583	4/2/2020	4/9/2020	4/10/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$36.4800	\$1,459.20	
20	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$15.8200	\$316.40	
95	case	30214	Taco Stick, Beef GS#400946 IW 50/case	\$38.2900	\$3,637.55	
40	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,430.80	
10	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$391.40	
Sales Tax:						\$0.00
P.O. Total:						\$7,235.35
Gold Star Foods Inc.	220584	4/3/2020	4/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$93.44	
Sales Tax:						\$0.00
P.O. Total:						\$93.44
Gold Star Foods Inc.	220585	4/6/2020	4/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	Case	123	Raisins GS#202545 144/1.5 oz	\$99.9900	\$1,999.80	
Sales Tax:						\$0.00
P.O. Total:						\$1,999.80
Gold Star Foods Inc.	220587	4/2/2020	4/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
200	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$3,070.00	
Sales Tax:						\$0.00
P.O. Total:						\$3,070.00
Gold Star Foods Inc.	220588	4/7/2020	4/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	cs	1	Muffin, Blueberry IW GS#113421 60/3.15oz	\$26.2600	\$1,050.40	
Sales Tax:						\$0.00
P.O. Total:						\$1,050.40
Gold Star Foods Inc.	220591	4/9/2020	4/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$153.50	
36	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$15.8200	\$569.52	
5	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$195.70	
10	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$414.00	
Sales Tax:						\$0.00
P.O. Total:						\$1,332.72
Gold Star Foods Inc.	220593	4/10/2020	4/10/2020	4/14/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
82	Case	123	Hot Dog, Hoffy, Beef GS#140300	\$32.8200	\$2,691.24	
Sales Tax:						\$0.00
P.O. Total:						\$2,691.24
Gold Star Foods Inc.	220598	4/14/2020	4/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,070.00	
72	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$1,990.80	
Sales Tax:						\$0.00
P.O. Total:						\$4,060.80

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220604	4/14/2020	4/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
84	Case	123	Peaches, Diced (GS# 210243)	\$36.0100	\$3,024.84	
42	Case	123	Pears, Diced (GS#210244)	\$36.0200	\$1,512.84	
45	Case	123	Cinnamon Crumb Cake, BV (GS# 406525)	\$34.0200	\$1,530.90	
42	Case	123	Garbonzo bean (GS#209788)	\$19.1800	\$805.56	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,874.14
						<input type="checkbox"/>
Gold Star Foods Inc.	220605	4/17/2020	4/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	Case	123	Raisins (GS# 202545) 144 Pack	\$25.6300	\$307.56	
27	Case	123	Hot Dog, BF, Eisenberg (GS# 138511)	\$38.6600	\$1,043.82	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,351.38
						<input type="checkbox"/>
Gold Star Foods Inc.	220606	4/17/2020	4/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
75	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$3,185.25	
55	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,284.80	
38	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,359.26	
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,070.00	
5	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$195.70	
					Sales Tax:	\$0.00
					P.O. Total:	\$8,095.01
						<input type="checkbox"/>
Gold Star Foods Inc.	220608	4/21/2020	4/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
35	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,288.70	
20	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$553.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,841.70
					Vendor Total:	\$71,633.24
						<input type="checkbox"/>
P & R Paper Supply Company, Inc.	220570	3/30/2020	4/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs	\$34.3500	\$412.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$412.20
						<input type="checkbox"/>
P & R Paper Supply Company, Inc.	220571	3/30/2020	4/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$40.6900	\$406.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$406.90
						<input type="checkbox"/>
P & R Paper Supply Company, Inc.	220572	3/30/2020	4/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	3104	Tea Bags, Blck Leaf Lipton #200544 Tetley 10/100ct	\$30.6400	\$61.28	
					Sales Tax:	\$0.00
					P.O. Total:	\$61.28
						<input type="checkbox"/>
P & R Paper Supply Company, Inc.	220581	4/2/2020	4/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220581	4/2/2020	4/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case	\$25.0600	\$100.24	
28	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs	\$34.3500	\$961.80	
15	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807	\$48.6600	\$729.90	
					Sales Tax:	\$56.57
					P.O. Total:	\$1,848.51
P & R Paper Supply Company, Inc.	220586	4/6/2020	4/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
100	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$1,880.00	
50	cs	81003	Bag *bunpan18x24 Elkay BOR1824HD 250/cs	\$10.1000	\$505.00	
4	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT	\$31.7500	\$127.00	
					Sales Tax:	\$194.68
					P.O. Total:	\$2,706.68
P & R Paper Supply Company, Inc.	220592	4/9/2020	4/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$40.6900	\$122.07	
17	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807	\$48.6600	\$827.22	
					Sales Tax:	\$64.11
					P.O. Total:	\$1,013.40
P & R Paper Supply Company, Inc.	220594	4/13/2020	4/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case	\$27.5500	\$110.20	
6	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case	\$32.0500	\$192.30	
					Sales Tax:	\$14.90
					P.O. Total:	\$317.40
P & R Paper Supply Company, Inc.	220595	4/13/2020	4/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$40.6900	\$284.83	
31	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$582.80	
6	cs	81003	Bag *bunpan18x24 Elkay BOR1824HD 250/cs	\$10.1000	\$60.60	
					Sales Tax:	\$49.87
					P.O. Total:	\$978.10
P & R Paper Supply Company, Inc.	220603	4/16/2020	4/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$40.6900	\$284.83	
31	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$582.80	
6	cs	81003	Bag *bunpan18x24 Elkay BOR1824HD 250/cs	\$10.1000	\$60.60	
					Sales Tax:	\$49.87
					P.O. Total:	\$978.10
					Vendor Total:	\$8,722.57
Form Plastics	220602	4/16/2020	4/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
64	case	86213	Tray 3 5/16x3 5/16, 1350/case Part#5010-128500	\$38.8000	\$2,483.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,483.20

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$2,483.20

Action Sales						
		220607	4/21/2020	4/21/2020	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
102	ea	12HP110	Hi-Temp Food Pan	\$25.9900	\$2,650.98	
Sales Tax:					\$205.45	
P.O. Total:					\$2,856.43	
Vendor Total:						\$2,856.43

ProGuard Service and Solutions						
		220596	4/13/2020	4/15/2020	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	70035	Sanitizer Low Temp 5 gal., #8000016	\$36.8800	\$73.76	
2	case	70025	Detergent Metal Safe 4x8 capsules, #8000027	\$144.6800	\$289.36	
Sales Tax:					\$28.15	
P.O. Total:					\$391.27	

ProGuard Service and Solutions						
		220599	4/15/2020	4/15/2020	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	cs	1	Oven&Grill Cleaner Gel 4-32oz	\$55.5600	\$277.80	
Sales Tax:					\$21.53	
P.O. Total:					\$299.33	
Vendor Total:						\$690.60

Papa John's Pizza						
		220575	3/31/2020	6/30/2020	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	each	997557	Pizza, Whole Grain 16" Pepperoni	\$8.5600	\$85,600.00	
Sales Tax:					\$0.00	
P.O. Total:					\$85,600.00	
Vendor Total:						\$85,600.00

Subway 36125						
		220573	3/31/2020	6/30/2020	4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
250	ea	1	Inv.#2020-04-06-A/Golden Hill dtd 4/6/20	\$2.2500	\$562.50	
260	ea	1	Inv.#2020-04-06-B/Raymond dtd 4/6/20	\$2.2500	\$585.00	
220	ea	1	Inv.#2020-04-06-C/Rolling Hills dtd 4/6/20	\$2.2500	\$495.00	
500	ea	1	Inv.#2020-04-06-D/Sunset Ln. dtd 4/6/20	\$2.2500	\$1,125.00	
300	ea	1	Inv.#2020-04-07-A/Commonwealth dtd 4/7/20	\$2.2500	\$675.00	
130	ea	1	Inv.#2020-04-07-B/Fern Dr. dtd 4/7/20	\$2.2500	\$292.50	
400	ea	1	Inv.#2020-04-07-C/Pacific Dr. dtd 4/7/20	\$2.2500	\$900.00	
280	ea	1	Inv.#2020-04-08-A/Acacia dtd 4/8/20	\$2.2500	\$630.00	
300	ea	1	Inv.#2020-04-08-B/Valencia Pk. dtd 4/8/20	\$2.2500	\$675.00	
270	ea	1	Inv.#2020-04-08-C/Woodcrest dtd 4/8/20	\$2.2500	\$607.50	
320	ea	1	Inv.#2020-04-09-A/Fisler, dtd 4/9/20	\$2.2500	\$720.00	
220	ea	1	Inv.#2020-04-09-B/Laguna Rd, dtd 4/9/20	\$2.2500	\$495.00	
300	ea	1	Inv.#2020-04-09-C/Orangethorpe, dtd 4/9/20	\$2.2500	\$675.00	

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Subway 36125	220573	3/31/2020	6/30/2020		4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
190	ea	1	Inv.#2020-04-10-A/Beechwood, dtd 4/10/20	\$2.2500	\$427.50	
100	ea	1	Inv.#2020-04-10-B/Hermosa Dr., dtd 4/10/20	\$2.2500	\$225.00	
220	ea	1	Inv.#2020-04-10-C/Maple, dtd 4/10/20	\$2.2500	\$495.00	
400	ea	1	Inv.#2020-01-10-D/Richman, dtd 4/10/20	\$2.2500	\$900.00	
230	ea	1	Inv.#2020-04-13-A/Golden Hill, dtd 4/13/20	\$2.2500	\$517.50	
230	ea	1	Inv.#2020-04-13-B/Raymond, dtd 4/13/20	\$2.2500	\$517.50	
180	ea	1	Inv.#2020-04-13-C/Rolling Hills, dtd 4/13/20	\$2.2500	\$405.00	
500	ea	1	Inv.#2020-04-13-D/Sunset Ln, dtd 4/13/20	\$2.2500	\$1,125.00	
260	ea	1	Inv.#2020-04-14-A/Commonwealth, dtd 4/14/20	\$2.2500	\$585.00	
170	ea	1	Inv.#2020-04-14-B/Fern Dr, dtd 4/14/20	\$2.2500	\$382.50	
370	ea	1	Inv.#2020-04-14-C/Pacific Dr, dtd 4/14/20	\$2.2500	\$832.50	
250	ea	1	Inv.#2020-04-15-A/Acacia, dtd 4/15/20	\$2.2500	\$562.50	
360	ea	1	Inv.#2020-04-15-B/Valencia Pk, dtd 4/15/20	\$2.2500	\$810.00	
300	ea	1	Inv.#2020-04-15-C/Woodcrest, dtd 4/15/20	\$2.2500	\$675.00	
300	ea	1	Inv.#2020-04-16-A/Fisler, dtd 4/16/20	\$2.2500	\$675.00	
300	ea	1	Inv.#2020-04-16-B/Orangethorpe, dtd 4/16/20	\$2.2500	\$675.00	
210	ea	1	Inv.#2020-04-16-C/Laguna Rd, dtd 4/16/20	\$2.2500	\$472.50	
220	ea	1	Inv.#2020-04-17-A/Beechwood, dtd 4/17/20	\$2.2500	\$495.00	
120	ea	1	Inv.#2020-04-17-B/Hermosa Dr, dtd 4/17/20	\$2.2500	\$270.00	
220	ea	1	Inv.#2020-04-17-C/Maple, dtd 4/17/20	\$2.2500	\$495.00	
400	ea	1	Inv.#2020-04-17-D/Richman, dtd 4/17/20	\$2.2500	\$900.00	
250	ea	1	Inv.#2020-04-20-A/Golden Hill, dtd 4/20/20	\$2.2500	\$562.50	
270	ea	1	Inv.#2020-04-20-B/Raymond, dtd 4/20/20	\$2.2500	\$607.50	
180	ea	1	Inv.#2020-04-20-C/Rolling Hills, dtd 4/20/20	\$2.2500	\$405.00	
440	ea	1	Inv.#2020-04-20-D/Sunset Ln, dtd 4/20/20	\$2.2500	\$990.00	
240	ea	1	Inv.#2020-04-21-A/Commonwealth, dtd 4/21/20	\$2.2500	\$540.00	
170	ea	1	Inv.#2020-04-21-B/Fern Dr, dtd 4/21/20	\$2.2500	\$382.50	
410	ea	1	Inv.#2020-04-21-C/Pacific Dr, dtd 4/21/20	\$2.2500	\$922.50	
260	ea	1	Inv.#2020-04-22-A/Acacia, dtd 4/22/20	\$2.2500	\$585.00	
370	ea	1	Inv.#2020-04-22-B/Valencia Pk, dtd 4/22/20	\$2.2500	\$832.50	
300	ea	1	Inv.#2020-04-22-C/Woodcrest, dtd 4/22/20	\$2.2500	\$675.00	
330	ea	1	Inv.#2020-04-23-A/Fisler, dtd 4/23/20	\$2.2500	\$742.50	
320	ea	1	Inv.#2020-04-23-B/Orangethorpe, dtd 4/23/20	\$2.2500	\$720.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$28,845.00
					Vendor Total:	\$28,845.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Arrow Restaurant Equipment & Supplies	220601	4/16/2020	4/16/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	ea	1	Fabric Food Carrier, Model#FC2212-RD	\$74.0000	\$222.00	
					Sales Tax:	\$17.21
					P.O. Total:	\$239.21
					Vendor Total:	\$239.21

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	220600	4/15/2020	4/15/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Service Call	\$30.0000	\$30.00	
2.5	hr	1	Labor Prevailing Wage: Tony Osuna	\$162.0000	\$405.00	
5	lb	1	Refrigerant, R404A	\$28.4300	\$142.15	

Purchase Orders - Detail

4/27/2020 7:00:33 AM

Fullerton School District

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	220600	4/15/2020	4/15/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
						Sales Tax: \$11.02
						P.O. Total: \$588.17
Refrigeration Control Company, Inc.	220610	4/22/2020	4/22/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Evaporator coil		\$3,200.0000	\$3,200.00
1	ea	1	SBQE Body		\$110.0000	\$110.00
1	ea	1	KT-43-SZP Power Head		\$82.5000	\$82.50
1	ea	1	BQC-B PINK Cartridge		\$35.5000	\$35.50
1	ea	1	E6S 130 Solenoid Valve--3/8"		\$127.1500	\$127.15
1	ea	1	MKC-1 (310286) Solenoid Coil KitDual Voltage		\$119.9500	\$119.95
1	ea	1	A19BBC-2C Temperature Controller Coiled Blb		\$188.3800	\$188.38
1	ea	1	Drier		\$60.0000	\$60.00
1	ea	1	Braze		\$30.0000	\$30.00
1	ea	1	Hardware		\$60.0000	\$60.00
1	ea	1	Recovery over 10 lbs		\$50.0000	\$50.00
1	ea	1	Regular Service Charge		\$30.0000	\$30.00
18	hr	1	Quoted Labor Rate		\$162.0000	\$2,916.00
						Sales Tax: \$311.05
						P.O. Total: \$7,320.53
Refrigeration Control Company, Inc.	220611	4/22/2020	4/22/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Regular Service Charge		\$30.0000	\$30.00
2.5	hr	1	Prevailing Wage: Tony Osuna		\$162.0000	\$405.00
5	lb	1	R404A Refrigerant		\$28.4300	\$142.15
						Sales Tax: \$11.02
						P.O. Total: \$588.17
						Vendor Total: \$8,496.87
Maria Teresa Gonzalez	220609	4/22/2020	4/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Costco, Receipt dated 4/22/20		\$16.1500	\$16.15
						Sales Tax: \$0.00
						P.O. Total: \$16.15
						Vendor Total: \$16.15
Michael Burns	220590	4/8/2020	4/8/2020		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	lot	1	Albertsons, Invoice dated 4/8/20		\$70.9300	\$70.93
						Sales Tax: \$0.00
						P.O. Total: \$70.93
						Vendor Total: \$70.93

Purchase Orders - Detail

4/27/2020 7:00:33 AM

Fullerton School District

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Nancy Wikes	220589	4/7/2020	4/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Management Prin. Self-Study Program	\$71.9600	\$71.96	
1	ea	1	Shipping Charge	\$21.1400	\$21.14	
					Sales Tax:	\$0.00
					P.O. Total:	\$93.10
					Vendor Total:	\$93.10
California Industrial	220580	4/2/2020	4/2/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Materials	\$1,850.0000	\$1,850.00	
1	ea	2	Labor	\$1,150.0000	\$1,150.00	
1	ea	3	Service Charge	\$150.0000	\$150.00	
					Sales Tax:	\$143.38
					P.O. Total:	\$3,293.38
					Vendor Total:	\$3,293.38
JP23 Urban Kitchen And Bar	220574	3/31/2020	6/30/2020		4352	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
360	ea	1	Inv.#1/Commonwealth, dated 4/6/20	\$2.0000	\$720.00	
140	ea	1	Inv.#2/Fern Dr., dated 4/6/20	\$2.0000	\$280.00	
230	ea	1	Inv.#3/Acacia, dated 4/7/20	\$2.0000	\$460.00	
270	ea	1	Inv.#4/Woodcrest, dated 4/7/20	\$2.0000	\$540.00	
240	ea	1	Inv.#6/Laguna Rd., dated 4/8/20	\$2.0000	\$480.00	
280	ea	1	Inv.#5/Orangethorpe, dated 4/8/20	\$2.0000	\$560.00	
100	ea	1	Inv.#7/Hermosa, dated 4/9/20	\$2.0000	\$200.00	
400	ea	1	Inv.#8/Richman, dated 4/9/20	\$2.0000	\$800.00	
170	ea	1	Inv.#9/Rolling Hills, dated 4/10/20	\$2.0000	\$340.00	
420	ea	1	Inv.#10/Sunset Ln., dated 4/10/20	\$2.0000	\$840.00	
300	ea	1	Inv.#11/Commonwealth, dated 4/13/20	\$2.0000	\$600.00	
160	ea	1	Inv.#12/Fern Dr, dated 4/13/20	\$2.0000	\$320.00	
300	ea	1	Inv.#13/Acacia, dated 4/14/20	\$2.0000	\$600.00	
280	ea	1	Inv.#14/Woodcrest, dated 4/14/20	\$2.0000	\$560.00	
200	ea	1	Inv.#15/Laguna Rd, dated 4/15/20	\$2.0000	\$400.00	
320	ea	1	Inv.#16/Orangethorpe, dated 4/15/20	\$2.0000	\$640.00	
400	ea	1	Inv.#17/Richman, dated 4/16/20	\$2.0000	\$800.00	
120	ea	1	Inv.#18/Hermosa Dr, dated 4/16/20	\$2.0000	\$240.00	
360	ea	1	Inv.#19/Sunset Ln, dated 4/17/20	\$2.0000	\$720.00	
160	ea	1	Inv.#20/Rolling Hills, dated 4/17/20	\$2.0000	\$320.00	
240	ea	1	Inv.#21/Commonwealth, dated 4/20/20	\$2.0000	\$480.00	
160	ea	1	Inv.#22/Fern Dr, dated 4/20/20	\$2.0000	\$320.00	
220	ea	1	Inv.#23/Acacia, dated 4/21/20	\$2.0000	\$440.00	
300	ea	1	Inv.#24/Woodcrest, dated 4/21/20	\$2.0000	\$600.00	
320	ea	1	Inv.#25/Orangethorpe, dated 4/22/20	\$2.0000	\$640.00	
200	ea	1	Inv.#26/Laguna Rd, dtd 4/22/20	\$2.0000	\$400.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$13,300.00
					Vendor Total:	\$13,300.00

Purchase Orders - Detail

4/27/2020 7:00:33 AM

Fullerton School District

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Les Amis Restaurant & Lounge	220582	4/2/2020	6/30/2020		4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
540	ea	1	Inv.#001001/Pacific Dr. dtd 4/6/20	\$2.0000	\$1,080.00	
340	ea	1	Inv.#001002/Valencia Pk. dtd 4/6/20	\$2.0000	\$680.00	
350	ea	1	Inv.#001003/Fisler dtd 4/8/20	\$2.0000	\$700.00	
190	ea	1	Inv.#001004/Maple, dtd 4/9/20	\$2.0000	\$380.00	
220	ea	1	Inv.#001005/Beechwood, dtd 4/9/20	\$2.0000	\$440.00	
280	ea	1	Inv.#001006/Golden Hill, dtd 4/10/20	\$2.0000	\$560.00	
240	ea	1	Inv.#001007/Raymond, dtd 4/10/20	\$2.0000	\$480.00	
370	ea	1	Inv.#001008/Pacific Dr, dtd 4/13/20	\$2.0000	\$740.00	
350	ea	1	Inv.#001009/Valencia Pk, dtd 4/14/20	\$2.0000	\$700.00	
320	ea	1	Inv.#001010/Fisler, dtd 4/15/20	\$2.0000	\$640.00	
220	ea	1	Inv.#001011/Beechwood, dtd 4/16/20	\$2.0000	\$440.00	
230	ea	1	Inv.#001012/Maple, dtd 4/16/20	\$2.0000	\$460.00	
220	ea	1	Inv.#001014/Golden Hill, dtd 4/17/20	\$2.0000	\$440.00	
220	ea	1	Inv.#001013/Raymond, dtd 4/17/20	\$2.0000	\$440.00	
370	ea	1	Inv.#001015/Pacific Dr, dtd 4/20/20	\$2.0000	\$740.00	
400	ea	1	Inv.#001016/Valencia Pk, dtd 4/21/20	\$2.0000	\$800.00	
330	ea	1	Inv.#001017/Fisler, dtd 4/22/20	\$2.0000	\$660.00	
210	ea	1	Inv.#001018/Beechwood, dtd 4/23/20	\$2.0000	\$420.00	
210	ea	1	Inv.#001019/Maple, dtd 4/23/20	\$2.0000	\$420.00	
Sales Tax:					\$0.00	
P.O. Total:					\$11,220.00	
Vendor Total:					\$11,220.00	

GRAND TOTAL
(NET OF OPEN P.O.'S)

\$98,650.68

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 127442 THROUGH 127777 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 127442 through 127777 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$2,720,942.04
12	Child Development	\$96,427.92
25	Capital Facilities	\$8,288.64
40	Special Reserve	\$47,865.16
68	Workers' Compensation	\$16,138.15
81	Property / Liability Insurance	\$40,764.04
Total		\$2,930,425.95

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,930,425.95 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 127442 through 127777 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14247 THROUGH 14301 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$253,596.86, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: **APPROVE AGREEMENTS WITH CANTRELL PHOTOGRAPHY, INC., LIFETOUCH SCHOOL STUDIOS, INC., STUTIO 1, AND PICTURES WITH CLASS, TO PROVIDE SCHOOL PHOTOGRAPHY SERVICES FOR THE 2020/2021 SCHOOL YEAR**

Background: To ensure equality of the back to school photography, the District established a standard that all photography vendors must meet in order to do business within the District. Three standard photography packages were designed with fixed pricing and each vendor must include those packets within their other special offerings of photography packages. Additionally, the vendors must have a minimum of five years experience in projects similar in size and scope and must comply with the fingerprinting requirements of Education Code 45125.1 and proper insurance required by the District as well as picture formatting for Power School. Four vendors have agreed to our terms and conditions; Cantrell Photography, Inc., Life Touch School Studios, Inc., Studio 1, and Pictures with Class.

The contract period is for one (1) year. The contract price is to be adjusted annually, not to exceed the average twelve-month change in Consumer Price Index. There will be no adjustment this year.

Rationale: By approving the agreements, the process is streamlined and standardized for the schools and PTAs can make choices earlier in the year with any vendor on the approved list.

Funding: No fiscal impact.

Recommendation: Approve agreements with Cantrell Photography, Inc., Lifetouch School Studios Inc., Studio 1, and Pictures with Class to provide school photography services for the 2020/2021 school year.

RC:MM
Attachment

PROPOSAL/AGREEMENT

Fullerton School District School Photography Services



The Fullerton School District (FSD) has twenty (20) school sites, each with their own photography service requirements.

It is the intent of FSD that each school site enters into a contract with an experienced, professional and qualified photography service that best meets their needs and service requirements for the 2020-2021 school year.

Instructions for Photography Services Providers

Scope of Services to be Provided

1. School Photographs:

- Setting up stations for student and staff photographs, and providing the necessary staff to run the portrait stations efficiently.
- Provide a safe environment for students and staff, covering wires and protecting equipment. Staff will wear name tags and uniforms when on District property, and check in at the office prior to entering into the campus.
- Provide two makeup days at the school during the month of September and October.
- Provide quality photographs at a price in compliance with the agreement.
- Send scheduled picture dates to the District contact as soon as they are finalized.
- Separate files containing student and staff names and corresponding ID numbers will be provided by the District. Files need to be requested at least 14 business days prior to the date they are needed, with school name and picture date included in the request.
- The photographer shall associate the photo file name with the student or staff member ID number or name.
- Provide CDs with the photo files of all students and staff photographed to the applicable school site and to the Innovation and Instructional Support department at Fullerton School District's central office. CDs must be compatible with Mac OS X, PowerSchool and TransTrak. Photo files will be formatted as JPG and named as specified in Attachment "A".
- Photograph packages will be delivered to the applicable school site, sorted by teacher/class.

2. ID Pictures & Lanyards:

- Provide ID cards with student portrait, first name, last name, grade level and barcode of student ID number (ID number not to be printed on ID card) to all students on the day portraits are taken.
- Provide clips/lanyards for staff - maximum of 200 per school to be included. Price for each additional lanyard: \$ _____

3. **Package Order Forms:**

- Prices on order forms will reflect Fullerton School District Exhibit “A” districtwide set pricing for all schools.
- “**Fullerton School District Approved Pricing**” will be listed, in bold lettering, at the top of all order forms.
- All order forms must be approved by the FSD Purchasing Department *before* being sent to schools.

4. **Certification by Contractor of Criminal Records Check:** Pursuant to Education Code 45125.1, complete, sign and date the enclosed form.

5. **Insurance Requirements:** The Contractor, and Contractor’s sole cost and expense, shall insure Contractor’s activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Minimum Limits:

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$1,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing services.

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers’ Compensation as required by California State law.

It should be expressly understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from the execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) days written notice to the District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.
- (2) Include a provision that the Contractor insurance coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

CERTIFICATION
Photography Services for
the Fullerton School District

I certify that I have read the attached – **School Photography Services for Fullerton School District**, and the instructions for submitting. I further certify that I must submit one (1) original in response to this request, the completed Certification by Contractor of Criminal Records Check, submit the required insurance certificates, and that I am authorized by the company represented to commit to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Bldg or Suite Number

Telephone

Fax

Date

Email Address

If you are responding as a corporation,
please provide your corporate seal here:

Format of Photos Required

Attachment “A”

Scheduled picture dates need to be submitted to the District contact as soon as they are finalized. Data requests will be made at least 14 business days prior to the date needed. Upon photo company’s request, including site name and scheduled picture date, District supplies photo company with:

- A student file containing school name, student’s ID number, student’s last name, student’s first name, grade level, teacher and room number.
- A staff file with school name, staff member’s ID number, staff member’s last name, and staff member’s first name.

Requirements for Photographers

Picture Format and Naming Convention

- Photo files must be saved in JPG format. Student and staff photos must be in separate folders.
- Photos must be saved in portrait orientation with dimensions of 4x6, with a minimum resolution of 100 pixels per inch and a maximum of 200 pixels per inch.
- Student photo file names must be the student’s full six- or seven-digit permanent ID number (including leading zeros if necessary) plus the extension JPG.
- If the student’s permanent ID number is not known, the photo file must be named using the student’s last name_first name plus STU, with the extension JPG. If the name is too long, the first name can be abbreviated. (See Examples of Acceptable Student Photo Filenames.)
- Staff photo file names must be the five-digit staff number provided by the District with the extension JPG.
- If the staff ID number is not known, the photo file must be named using the staff member’s last name_first name plus STA, with the extension JPG. (See Examples of Acceptable Staff Photo Filenames.)

Photo CDs Formatting

- Photos must be in an easily identified folder on the CD, with separate folders for students and staff.
- The CD must contain two comma separated text files - one for students and one for staff members, consisting of student or staff member ID number as column A and the student or staff member photo file name (with JPG extension) as column B.
- The preferred cross reference file name is IDLINK.TXT.
- The preferred location for the cross reference file is in the same folder as the corresponding photo files.

Examples of Acceptable Student Photo Filenames:

991234.jpg
Garcia_AraceliSTU.jpg
Garcia_AraceliSTU2.jpg (if more than 1 same
name & unknown student ID number)

Examples of Acceptable Staff Photo Filenames:

5432.jpg
Anderson_PatSTA.jpg
Anderson_PatSTA2.jpg (if more than one
same name & unknown Staff ID number)

Examples of Acceptable Cross Reference File Entries for Student and Staff files:

Student: Col A = “991234” - Col B = “991234.jpg”
Col A = “Garcia_AraceliSTU” - Col B = “Garcia_AraceliSTU.jpg”
Staff: Col A = “54321” - Col B = “54321.jpg”
Col A = “Anderson_PatSTA” - Col B = “anderson_patSTA.jpg”

EXHIBIT A
PRICING SCHEDULE
FULLERTON SCHOOL DISTRICT
SCHOOL PHOTOGRAPHY 2020-2021 SCHOOL YEAR

PACKET NO. 1	PACKET NO. 2	PACKET NO. 3
2 EA 3" X 5" 4 EA 2" X 3" 1 EA CLASS PICTURE	2 EA 5" X 7" 4 EA 3" X 5" 8 EA 2" X 3" 1 EA CLASS PICTURE	1 EA 8" X 10" 2 EA 5" X 7" 4 EA 3" X 5" 8 EA 2" X 3" 1 EA CLASS PICTURE
\$16.00	\$22.00	\$36.00
<p>1 EA CLASS PICTURE TO ALL STUDENTS - NO CHARGE</p> <p>TAX INCLUDED IN ABOVE PRICES</p>		

This will be the new 2020-2021 pricing for Fullerton School District. Please sign below as approval of the new prices shown:

Name

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be accompanied in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Fullerton School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____
Date

Signature

Typed or Printed Name

Title

Address

Telephone

FULLERTON SCHOOL DISTRICT SCHOOL PHOTOGRAPHY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____,
by and between _____, hereinafter referred to as
Contractor, and Fullerton School District, hereinafter referred to as "District."

WHEREAS, the District is in need of school photographers; and

WHEREAS, Contractor is specially trained, experienced, and competent to provide the services required; and

WHEREAS, such services are needed on an annual basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY Contractor:**
Offer photography services for Student Pictures as a Board approved vendor, per the terms and conditions as outlined in Proposal/Agreement. This agreement does not obligate Contractor to provide services, not does the agreement obligate the District to order any specific services.
2. The contract period shall be for in mutually agreed upon annually for up to five (5) years effective _____ through _____. Prices are firm on the District's standard packets from date of award through _____. The contract price shall be adjusted annually not to exceed the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers for the Los Angeles-Riverside-Orange County, CA area, for the average prior 12-month period. The contractor will perform services as an independent contractor and not as an employee of the District. Contractor shall meet with each Principal to establish a mutual schedule for services to be rendered.
3. The District will prepare and furnish to the Contractor upon request such information as is reasonably necessary to the performance of the **AGREEMENT**.
4. Contractor shall deal directly with parents regarding payment for photography services rendered pursuant to this **AGREEMENT**.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained by the Contractor or any person, firm or

corporation employed by the Contractor upon or in connection with the services called for in this **AGREEMENT** except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agent.

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this **AGREEMENT**, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Contractor, at Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in action, suit, or other proceedings as a result thereof.

- 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
- 8. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
- 9. Contractor, if an employee of another public agency, certifies that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
- 10. The terms and conditions of this **AGREEMENT** shall be governed by the laws of the state of California with venue in Orange County, California. This **AGREEMENT** is made in and shall be performed in Orange County, California.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed.

CONTRACTOR:	DISTRICT:
Name:	Fullerton School District
Address:	By:
Address2:	Dr. Robert Coghlan
Date:	Assistant Superintendent, Business Services
SS/Tax ID:	1401 W Valencia Drive, Fullerton, CA 92833
Corporate Seal:	Approved by Board:

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Sections 33192 and 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice (DOJ) to be sufficient to reimburse the Department for its costs incurred in processing the application.

The DOJ and Federal Bureau of Investigation (FBI) shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the DOJ and FBI ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Agencies shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the DOJ and FBI has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a

life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Information is available online at:

1. DOJ information is available online at: <http://oag.ca.gov/fingerprints/>
2. FBI information is available online at:
<http://www.fbi.gov/about-us/cjis/background-checks/>

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**



To the Governing Board of the Fullerton School District:

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____ / ____ / ____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address


SAMPLE CERTIFICATE

ACORD PRODUCER Agency Manager, Inc. 2500 Bond Street University Park, IL 60466 Phone No. 800-555-5368 Fax No.	CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 07/25/01	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CONTRACTOR/CONSULTANT/VENDOR One Big Street Anytown, CA 92606	COMPANIES AFFORDING COVERAGE	
	COMPANY A Tahiti Mutual Insurance Company COMPANY B Indemnity Insurance COMPANY C State Compensation Insurance Fund COMPANY D	

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S	12345678	08/01/00	08/01/01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP OR AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any other person)</td><td style="text-align: right;">\$ 5,000</td></tr> </table>	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP OR AGG	\$ 1,000,000	PERSONAL & ADV INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 50,000	MED EXP (Any other person)	\$ 5,000
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MED EXP (Any other person)	\$ 5,000																
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BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE	\$																
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EACH OCCURRENCE	\$ 1,000,000																
AGGREGATE	\$ 1,000,000																
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ <input type="checkbox"/> INCL. PARTNERS/EXECUTIVE <input type="checkbox"/> EXCL. OFFICERS ARE:	345678912	08/01/00	08/01/01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> W.C. STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> W.C. STATUTORY LIMITS <input type="checkbox"/> OTHER	\$	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
<input checked="" type="checkbox"/> W.C. STATUTORY LIMITS <input type="checkbox"/> OTHER	\$																
E.L. EACH ACCIDENT	\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate of Insurance provided for
 General Liability - Certificate Holder is an Additional Insured per attached Form CG 20 10 11 85.

CERTIFICATE HOLDER Fullerton School District 1401 W. Valencia Drive Fullerton CA, 92833 Attention:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Chad E. Galvas
---	--

SAMPLE ENDORSEMENT

Additional Insured Endorsement: Should list:

- Insured Name (Contractor/Consultant/Vendor)
- Policy Number
- Certificate Holder

Preferred Endorsement: *The Fullerton School District, its officers, agents, employees, and volunteers are named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.*

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

NAMED INSURED:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

It is agreed that the above policy contains a standard cross liability or severability of interest clause.

Copyright, Insurance Services Office, Inc. 1984

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B030 THROUGH 19/20-B032 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B030 through 19/20-B032 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B030

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$190,000
5000	Services & Other Operating Expenses	-190,000
	Total:	\$0

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B031

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$210,430 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All State Revenue	\$219,996
8699	All Other Local Revenue	-9,566
	Total:	\$210,430

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$36,924
4000	Books and Supplies	223,749
5000	Services & Other Operating Expenses	15,025
7000	Other Outgo	8,580
	Total:	\$210,430

Explanation: This Resolution reflects budget adjustments for SB117 COVID-19 LEA Response Funds, Cotsen, school site donations, Early Learning Inclusive Pre-School (ELIP), and fine arts. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B032

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$90,795 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	<u>-\$90,795</u>
	Total:	<u>-\$90,795</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	<u>-\$90,795</u>
	Total:	<u>-\$90,795</u>

Explanation: This Resolution reflects a reduction in preschool funding and related expenditures.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR THE REMOVAL AND REPLACEMENT OF TWENTY-THREE (23) DEFECTIVE, NON-FUNCTIONAL DRINKING FOUNTAINS WITH NEW HYDRATION STATIONS WITHIN VARIOUS FULLERTON SCHOOL DISTRICT SCHOOLS**

Background: On January 22, 2019, the Board of Trustees approved a unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of school site repairs, installation, maintenance, and replacement work. This unit price contract allows the District to procure general contractor services on an as-needed basis. The removal of the existing worn and damaged items helped ensure the safety of students and staff various Fullerton School District school sites.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount not to exceed \$87,700 is to be paid from the General Fund. As part of a grant with St. Jude Hospital, Fullerton School District was reimbursed \$9,200. This grant was provided to help offset the cost of the new hydration station units placed at all nine (9) Title I schools.

Recommendation: Approve Notice of Completion for New Dimension General Construction for the removal and replacement of twenty-three (23) defective, non-functional drinking fountains with new hydration stations within various Fullerton School District schools.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton Elementary School District, 1401 W. Valencia Drive, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 22nd day of January 2019, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 12th day of May 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Surety Insurance; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this particular project was for the removal and replacement of twenty-three (23) defective, non-functional drinking fountains with new hydration stations within various Fullerton School District schools.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE EMS-ISITE SOFTWARE SCHOOL NUTRITION NETWORK, HARDWARE, SUPPORT, AND MAINTENANCE BEGINNING JULY 1, 2020 THROUGH JUNE 30, 2021.

Background: Fullerton School District's Nutrition Services Department currently operates software and hardware intrinsic to the day-to-day operations of the Department. Harris School Solution's product, eTriton7, is a Cloud-Based School Nutrition Solution. Cloud-Based means no servers to maintain, no data to safeguard, and no program updates to worry about. This latest software incorporates 40+ years of K-12 user experience into a web-based nutrition solution. Real time information is available online, at any time, from any computer. A variety of modules is available for efficient workflow, flexibility, and able to meet major reporting requirement. Authorized staff has the ability to input, retrieve, share, and analyze student data as well as manage Free and Reduced Meal applications.

Rationale: Key benefits of the software upgrade includes: faster and more efficient serving lines, continuous access with a "safety net" serving in the event network fails or disconnects, browser-based access so students receive service at any cafeteria in our system, and lastly protecting the confidentiality of our student's information.

Funding: Total cost not to exceed \$1,900.00 and is to be paid from Nutrition Services Budget.

Recommendation: Approve EMS-ISITE Software School Nutrition Network, Hardware, Support, and Maintenance beginning July 1, 2020 through June 30, 2021.

RC:MB:tg
Attachment



Connecting the K-12 Community

Customer Information:

Date: 3/22/20

Emmett Elementary School
1000 S. Main St
Emmett, CA 95768
United States

Product Name	Quantity	Start Date	End Date	Net Price
ISITE SNA add	1	07/01/2020	06/30/2021	
ISITE SNA	1	07/01/2020	06/30/2021	
				\$1,990.00

Terms:

07/01/2020 - 06/30/2021

Notes:		
Renewal pricing is valid for 90 days from date of quote.		
Our terms and conditions can be found at the link below		
https://www.linq.com/legal/agreements/msa		

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert Coghlan Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE RENEWAL OF UNPAID DIETETIC STUDENT INTERNSHIP AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, LONG BEACH, EFFECTIVE MAY 13, 2020 THROUGH JUNE 30, 2021

Background: California State University, Long Beach, is a fully accredited institution of higher education. The current internship placement agreement between California State University, Long Beach, and the Fullerton School District has expired and the university wishes to renew.

Dietetic interns must have at least a Bachelor's degree to be accepted into a credentialed internship program. Interns have to complete at least 1,200 hours of supervised practice to be eligible for a registered examination for dietitians. Part of the 1,200 supervised practice hours are to be worked in school nutrition. Fullerton School District Nutrition Services has the opportunity to help interns meet their nutrition services hours. Depending on the University Program, intern rotations are 4 days a week and cover approximately 2 to 10 weeks. The Nutrition Service Rotation focuses on aspects of marketing, procurement, storage, preparation, delivery, service, USDA guidelines, school nutrition program regulations and management of school food service operations. Interns practice the care and operation of equipment, sanitation and safety audits, HACCP Guidelines, menu planning, event organization, nutrition education, customer service, financial assignments, SOP and management activities. The activities in this rotation include practical hands-on practice, as well as, operations management to prepare for entry-level management responsibilities.

Rationale: Fullerton School District has the opportunity to educate future leaders in the dietetic profession by integrating what they learn in Nutrition Services into real world practice. The Director may use intern activities to facilitate completion of learning outcomes that would benefit both the interns and the department.

Funding: No cost to Nutrition Services or District

Recommendation: Approve renewal of unpaid dietetic student internship agreement with California State University, Long Beach, effective May 13, 2020 through June 30, 2021.

RC:MB:tg
Attachment



STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and _____ Fullerton School District ("Facility").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

- I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Exhibit A – Family & Consumer Sciences Program Protocol, consisting of 2 page(s).

II. GENERAL PROVISIONS

- A. **Term of Agreement** - The term of this Agreement shall be operative from date of full execution until June 30th, 2021. Either Party may terminate this agreement upon forty-five (45) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their education experience until that student completes their placement work.
- B. **Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. **Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility's directors, officers, agents or employees in the performance of this Agreement.

D. Insurance

- Each party shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate.
- Students shall maintain general and professional liability, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 for each occurrence and \$4,000,000 general aggregate.
- Workers' compensation insurance coverage for students shall be provided by Facility.

- E. **Confidentiality of Student Records** - Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

- F. **Confidentiality of Medical Records (HIPAA)** - All of Facility's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. Solely for the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

In the course of Clinical Training at Facility, Students may have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students may be

Exhibit A
Family and Consumer Sciences
Program Protocol

The Trustees of the California State University, as well as state and national accrediting agencies, have approved various bachelors and graduate degree programs of the Family & Consumer Sciences department at California State University, Long Beach. The Family & Consumer Science programs requiring practical fieldwork experience for students includes Dietetics, Gerontology, Nutrition, Child Development, Family Life & Education, Fashion & Merchandising, and Hospitality Food Service & Hotel Management.

At all times during operation of this Agreement the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University.

The fieldwork experience for Family & Consumer Science students placed at Facility shall operate as follows:

I. FACILITY SHALL:

- A. Permit each student designated by University to receive practical fieldwork experience at the Facility and shall permit reasonable access to appropriate organizational facilities.
- D. Maintain the facilities and provide the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved field education experience.
- E. Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.
- E. Provide members of the Facility's staff to participate in the instructional phase of the fieldwork experience.
- F. Permit the Facility's Director and other designated personnel to attend meetings with University Faculty, or any committee thereof, to coordinate the fieldwork experience.
- G. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.
- H. Notify the University's instructors of any change in the Facility's contact personnel.
- I. Assist University in verifying the student's attendance and participation in the program to ensure the requirements for awarding of academic credit are met.

II. UNIVERSITY SHALL:

- A. Designate students for practical experience at the Facility, in such numbers as are mutually agreed to by both parties.
- B. Supplying Facility with necessary student identification information.

C. Work with Facility to supervise the instruction and fieldwork experience.

D. Designate a staff member to participate with the Facility designee in planning, implementing and coordinating the fieldwork experience.

D. Keep all attendance and academic records of students participating in fieldwork experience.

E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.

F. Require University's students to notify Facility's internship sponsor in advance of:

1. Student schedules.
2. Placement of students in fieldwork assignments.
3. Changes in fieldwork assignments.

G. In consultation and coordination with the Facility's personnel, students will establish goals for the fieldwork experience to be provided to students under the Agreement.

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND IMAGE ONE TECHNOLOGY SOLUTIONS BEGINNING SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023**

Background: Nutrition Services participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). State and federal funding received through these programs is based upon the eligibility of free, reduced-price, or full-paid meal counts. Eligibility for free and reduced-price meals is determined by processing meal applications submitted by parents/guardians throughout the school year by using strict guidelines issued by the USDA and the State. State officials conduct on-site audits of the applications and adherence to the guidelines. The District must remain in compliance with all guidelines in order to receive reimbursement for meals and operate programs.

In 2008, Nutrition Services purchased RocketScan software and hardware from Image One Technology Solutions to electronically process meal applications. The RocketScan software and hardware harvests student data from the meal applications. After scanning, the applications go through a validation process in RocketScan where information is verified and eligibility is determined.

The Agreement with Image One Technology Solutions includes software maintenance support. In the event of a hardware failure, a replacement scanner will be shipped overnight in exchange for the failed machine. The Agreement is for three years and can be terminated by either party with 30 days written notice.

Rationale: Nutrition Services continues to process applications electronically. The benefits of using RocketScan are increased accuracy of benefit determinations, increased speed of application processing, and a significant reduction in the amount of paperwork necessary to the application process. The immediate service in the event of hardware failure also limits down-time and ensures the District will always be in compliance with application processing timelines.

Funding: Total cost of the three-year Agreement is \$ 4,830.00, and is to be paid from Nutrition Services Budget.

Recommendation: Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning September 1, 2020 through August 31, 2023.

RC:MB:tg
Attachment

Sales Proposal

Date: 4/29/2020
 Terri Gonzalez Fullerton
 School District 389 W.
 Truslow Avenue
 Fullerton, CA 92833



6202 Benjamin Road, Suite 103 Tampa, FL 33634
 Telephone: 800-956-9000
 Facsimile: 813-887-5359

Phone: 714-447-7435

Fax:

Qty	Description	Price Each	Price Extended
	RocketSCAN Maintenance Renewal		
	3 Years - Online Only Software		
	3 Years Software (subscription, support and maintenance)		
	1 Year with 2 additional subsequent years renewable		
1	Year One Maintenance September 1st, 2020 - August 31st, 2021 Payment Due Date: September 1st, 2020	\$1,610.0000	\$1,610.00
1	Year Two Maintenance September 1st, 2021 - August 31st, 2022 Payment Due Date: September 1st, 2021	\$1,610.0000	\$1,610.00
1	Year Three Maintenance September 1st, 2022 - August 31st, 2023 Payment Due Date: September 1st, 2022	\$1,610.0000	\$1,610.00

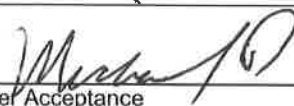
Terms: Net 30

Est. Shipping:

TOTAL: **\$4,830.00**

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One to order the maintenance herein and remit timely payment to Image One Corporation. All sales are Final.

 Customer Acceptance Fullerton School District	4/29/20 Date	Image One Corporation
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Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance & Operations
SUBJECT: APPROVE/RATIFY AGREEMENT WITH POCOCK DESIGN SOLUTIONS INC., FOR MECHANICAL ENGINEERING SERVICES THROUGH THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS

Background: Fullerton School District (FSD) does not currently have any mechanical engineer agreements with vendors. These services are needed for various projects at school sites and office buildings. The services of a licensed professional mechanical engineering firm are needed. School construction projects are governed by the Division of the State Architect (DSA). The DSA reviews and approves school construction plans for projects that meet specific criteria. A mechanical engineer can assist the architect in interpretations and clarifications of plans and specifications. Pocock Design Solutions Inc., is a full-service firm specializing in assisting school districts during the work process.

Rationale: District staff recommends entering into an agreement with Pocock Design Solutions, Inc. Pocock Design Solutions Inc., is a full-service mechanical engineering firm.

Funding: Services will be utilized on an as-needed basis. The projected cost of project services will need to be approved in advance by the Assistant Superintendent of Business Services. The approval will take place prior to the commencement of work. Costs are set at professional hourly rates as detailed in Exhibit A will be paid from various District funds.

Recommendation: Approve/ratify agreement with Pocock Design Solutions Inc., for mechanical engineering services as needed through the 2019/2020 and 2020/2021 fiscal school years.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Pocock Design Solutions Inc.**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional mechanical engineering services, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **September 20, 2018**, and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **hourly rates as set forth in Exhibit A**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A**.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or

demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than

\$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may

require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Pocock Design Solutions
14451 Chambers Road, Suite 210
Tustin, CA 92780

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 13TH DAY OF May 2021.


FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor: Pocock Design Solutions, Inc.

By:



Tim Pocock, PRINCIPAL

On File _____

Taxpayer Identification Number



Consulting Engineers

Hourly Rates:

<u>Classification</u>	<u>Billing Rate (Per hr)</u>	<u>Overtime Rate (Per hr)</u>
Principal	\$200.00	\$300.00
Engineer	\$175.00	\$262.50
Project Manager	\$165.00	\$247.50
Senior Designer	\$140.00	\$210.00
Designer	\$120.00	\$180.00
CAD Drafting	\$ 90.00	\$135.00
Clerical	\$ 70.00	\$105.00

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE INTERNET ACCESS AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) EXTENDING THE CURRENT AGREEMENT BY ONE YEAR (AGREEMENT NUMBER 49963) BEGINNING WITH JULY 1, 2020 THROUGH JUNE 30, 2021

Background: Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) to be its internet service provider. This agreement addresses access to the internet through OCDE to the K-12 High Speed Network. FSD signed an annual agreement for this service to better align with the eRate cycle and State procurement laws.

Rationale: This agreement extends the current contract by one year that terminates the end of the next fiscal year (June 30, 2021) to provide internet access.

Funding: The annual cost of this service is covered in the State budget so the charge to the FSD is \$0.00. If this item is removed from the state budget and OCDE is charged for access the FSD could eventually be charged for internet access. This amount would be a metered rate and would be paid from the Innovation and Instructional Supports budget (409).

Recommendation: Approve Internet Access Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current agreement by one year (agreement number 49963) beginning July 1, 2020 through June 30, 2021.

JD:SR:kv
Attachment

2 2020-2021
3 INTERNET ACCESS AGREEMENT
4 FULLERTON SCHOOL DISTRICT

5 This Internet Access Agreement is hereby entered into this 1st
6 day of July, 2020, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and Fullerton School District, 1401 W.
9 Valencia Drive, Fullerton, California 92833, hereinafter referred to
10 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively
11 referred to as the Parties.

12 NOW, THEREFORE, the Parties hereto mutually agree as follows:

13 1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB
14 and support to DISTRICT at no cost in accordance with the terms and
15 conditions set forth in this AGREEMENT.

16 2.0 TERM. This AGREEMENT shall be in full force and effect for
17 the period commencing July 1, 2020, and ending on June 30, 2021,
18 subject to termination as set forth in this AGREEMENT.

19 3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and
20 support pursuant to Section 1.0 of this AGREEMENT at no cost to the
21 DISTRICT. SUPERINTENDENT receives Internet access at no charge from
22 the California K-12 High Speed Network. DISTRICT shall be notified in
23 writing if SUPERINTENDENT no longer receives Internet access at no
24 charge at which time, SUPERINTENDENT will provide DISTRICT an itemized
25 invoice. DISTRICT will have the option to pay the invoice or terminate
this AGREEMENT at DISTRICT'S discretion.

1 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
2 technical support and assistance for Internet access between the
3 DISTRICT and SUPERINTENDENT, provided however, that the availability
4 or performance of this technical support service shall not be construed
5 as altering or affecting SUPERINTENDENT'S obligations as set forth in
6 this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall
7 be provided to DISTRICT without charge Monday through Friday from 8:00
8 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

9 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
10 shall be an independent contractor and shall be wholly responsible for
11 the manner in which the services required by the terms of this
12 AGREEMENT are performed. Nothing herein contained shall be construed
13 as creating the relationship of employer and employee, or principal
14 and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT
15 assumes the responsibility for the acts of its employees or agents as
16 they relate to the services to be provided. SUPERINTENDENT, its
17 officers, agents, and employees, shall not be entitled to any rights,
18 and/or privileges of DISTRICT'S employees and shall not be considered
19 in any manner to be DISTRICT'S employees.

20 6.0 HOLD HARMLESS.

21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
22 harmless DISTRICT, its Governing Board, officers, agents, and
23 employees from every claim or demand and every liability loss, damage,
24 or expense of any nature whatsoever which may be incurred by reason
25 of any negligent acts or omissions of employees, agents or officers

1 of SUPERINTENDENT or the Orange County Board of Education during the
2 period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless
4 SUPERINTENDENT, the Orange County Board of Education, and its
5 officers, agents, and employees from every claim or demand and every
6 liability, loss, damage, or expense of any nature whatsoever which may
7 be incurred by reason of any negligent acts or omissions of employees,
8 agents or officers of DISTRICT during the period of this AGREEMENT.

9 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
10 they will not engage in unlawful discrimination of persons because of
11 race, color, religious creed, national origin, ancestry, physical
12 handicap, medical condition, marital status, or sex of such persons.

13 8.0 APPLICABLE LAW. The services completed herein must meet the
14 approval of the DISTRICT'S general right of inspection to secure the
15 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
16 to comply with all federal, state and local laws, rules, regulations
17 and ordinances that are now or may in the future become applicable to
18 SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged
19 in operations covered by this AGREEMENT or occurring out of the
20 performance of such operations.

21 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
22 AGREEMENT or the performance of any of the services set forth in this
23 AGREEMENT without prior written approval of the non-assigning party.

24 10.0 TERMINATION. This AGREEMENT may be terminated by
25 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
sixty (60) days prior written notice to the other party.

1 11.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and vehicles,
4 and on any property owned, leased or contracted for by the
5 SUPERINTENDENT. Failure to abide with conditions of this policy could
6 result in the termination of this AGREEMENT.

7 12.0 NOTICES. All notices or demands to be given under this
8 AGREEMENT by either party to the other shall be in writing and given
9 either by: i) Personal service, or ii) U.S. Mail, mailed either by
10 registered or certified mail, return receipt requested, with postage
11 prepaid. Service shall be considered given when received if personally
12 served or, if mailed, on the third (3rd) day after deposit in any U.S.
13 Post Office. The address to which notices or demands may be given by
14 either party may be changed by written notice given in accordance with
15 the notice provisions of this section. As of the date of this
16 AGREEMENT the addresses of the parties are as follows:

17 DISTRICT: Fullerton School District
18 1401 W. Valencia Drive
19 Fullerton, California 92833
20 Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
23 P. O. Box 9050
24 Costa Mesa, California 92628-9050
25 Attn: Patricia McCaughey

13.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be invalid,
void, or unenforceable, the remaining provisions will nevertheless

1 continue in full force and effect and shall not be affected, impaired
2 or invalidated in any way.

3 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
4 shall be governed by the laws of the State of California, with venue
5 in Orange County, California.


6 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
7 attached hereto constitute the entire AGREEMENT between SUPERINTENDENT
8 and DISTRICT regarding the services and any agreement made shall be
9 ineffective to modify this AGREEMENT in whole or in part unless such
10 agreement is embodied in an Amendment to this AGREEMENT which has been
11 signed by both Parties. This AGREEMENT supersedes all prior
12 negotiations, understandings, representations and agreements.

13 IN WITNESS WHEREOF, the Parties hereto have caused this
14 AGREEMENT to be executed.

15 DISTRICT: FULLERTON SCHOOL
16 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

17 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

18 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

19 TITLE: _____

TITLE: Administrator

20 DATE: _____

DATE: March 23, 2020

22 Fullerton SD-Internet Access 2020-2021(49963)
23 ZIP4

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent Innovation and Instructional Support

PREPARED BY: Wes Kriesel, Director, Innovation and Instructional Support

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BRISA DIAZ TO PROVIDE VIDEO EDITING SERVICES FOR FSD TV

Background: Fullerton School District (FSD) TV helps teachers prepare and film lessons for distance learning opportunities, serving thousands of students who access those lessons through local community cable, YouTube and through Facebook video. These lessons help provide access to the curriculum for FSD students. As FSD moved into action to address distance learning opportunities, the Innovation and Instructional Services team needed to secure additional support in editing teachers' lessons to keep up with the pace of filming and producing distance learning lessons.

Rationale: Brisa Diaz is a graduate of California State University Fullerton's Film program, and has worked on a variety of independent films, in both production and post-production roles. She is skilled in the technical and editing skills of non-linear editing software, very effective in meeting the quick turnaround needed for community cable and online video production, and is a good fit to support us in producing the lessons from our teachers for our students.

Funding: Cost not to exceed \$7,500 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Brisa Diaz to provide video editing services for FSD TV.

JD:WK:kv
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Brisa Diaz**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide video editing services, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **May 12, 2020** and will diligently perform as required and complete performance by **May 29, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement. Video editing services will be billed at the hourly rate of \$35.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for

payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor

makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from

A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

- (1) Each Occurrence
\$1,000,000
- (2) Products/Completed Operations Aggregate
\$1,000,000
- (3) Personal and Advertising Injury
\$1,000,000
- (4) General Aggregate (Not Applicable
\$1,000,000
to the Comprehensive Form)

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Brisa Diaz
On file.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 12TH DAY OF MAY, 2020.

FULLERTON SCHOOL DISTRICT

Contractor Name

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Douglas Rynerson Ed.D., Program Specialist, Educational Services

SUBJECT: **APPROVE/RATIFY ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO REFLECT CHANGES TO CLASSES BEING OFFERED FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval was granted on August 13, 2019, for the agreement with North Orange County Community College District. An addendum is requested as it was necessary to adjust the class offerings and resulted in a new contract amount.

Rationale: Class offerings needed to be adjusted due to instructor availability and student interest.

Funding: Increased cost will not exceed \$2,400 to be paid from Title IV Funds (#215). Original approval was for \$100,000.

Recommendation: Approve/Ratify Addendum between Fullerton School District and North Orange County Community College District to reflect changes to classes being offered for the 2019/2020 school year.

JL:DR:ts
Attachment

AMENDMENT TO ECA AGREEMENT 2019-2020

FULLERTON SCHOOL DISTRICT AND NOCCCD EDUCATIONAL CONSULTING AGREEMENT 2019-2020

As of May 12, 2020, the Educational Consulting agreement made and entered on August, 17, 2019 between Fullerton School District and NOCCCD will be amended by:


- I. Eliminating TECH 131 (2 units) - Basic Electricity and Basic Electronics at Nicolas Junior High for Spring 2020 and,
- II. Including DART 104 (3 units) - Introduction to Maya 3D at Nicolas Junior High for Spring 2020.
- III. Eliminating THEA 122 (2 units) - Improvisation for Television, Film and Theatre at Ladera Vista Junior High for Spring 2020 and,
- IV. Including DART 180 (3 units) Digital Video at Ladera Vista Junior High for Spring 2020.
- V. The length of DART 104 (3 units) - Introduction to Maya 3D is 90 hours of instruction. The previous scheduled course, TECH 131 (2 units) - Basic Electricity and Basic Electronics, is 72 hours. This is an increase of 18 hours of instruction per semester.
- VI. The length of DART 180 (3 units) Digital Video is 90 hours of instruction. The previous scheduled course, THEA 122 (2 units) - Improvisation for Television, Film and Theatre, is 72 hours. This is an increase of 18 hours of instruction per semester.
- VII. FSD shall pay NOCCCD an amount of \$7,000 for DART 104 (3 units) - Introduction to Maya 3D. The previous scheduled course, TECH 131 (2 units) - Basic Electricity and Basic Electronics, was \$5,800.
- VIII. FSD shall pay NOCCCD an amount of \$7,000 for DART 180 (3 units) Digital Video. The previous scheduled course, THEA 122 (2 units) - Improvisation for Television, Film and Theatre was, \$5,800.

These are the only changes; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on May 12, 2020

By: _____
Robert R. Coghlan
Assistant Superintendent
Business Services

By:  _____
FULLERTON COLLEGE
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
NOCCCD
Fred Williams
Vice Chancellor, Finance & Facilities

CONSENT ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on April 20, 2020.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/20/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/12/20**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
WOC	Working Out of Class
LOA	Leave of Absence
NLA	No Longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/20/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/12/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Caballero	Alma	Senior Secretary	Add 1.5% Bilingual	3/1/20	51	8.00	510	B24/6
Gonzalez	Maria	Senior Secretary	Add 1.5% Bilingual	3/1/20	90	8.00	606	B24/6
Aguayo	Elisabeth	Social Services Asst.	Add 1.5% Bilingual	3/1/20	24	19.00	212	B17/2
Alva	Elizabeth	Social Services Asst.	Add 1.5% Bilingual	3/1/20	51	8.00	391/510	B17/4
Cervantes	Jessica	Social Services Asst.	Add 1.5% Bilingual	3/1/20	28	8.00	212	B17/4
Franco	Norma	Social Services Asst.	Add 1.5% Bilingual	3/1/20	29	15.00	302	B17/1
Garcia	Abraham	Social Services Asst.	Add 1.5% Bilingual	3/1/20	55	6.00	224	B17/5
Mata	Alma	Social Services Asst.	Add 1.5% Bilingual	3/1/20	55	6.00	224	B17/4
Olivares	Jessica	Social Services Asst.	Add 1.5% Bilingual	3/1/20	20	6.00	212	B17/4
Seibert	Sandra	School Office Manager	Add 1% Bilingual	9/11/17	19	8.00	403	B25/6
Roberts	Martha	Personnel Technician II	Add 2.5% Bilingual	3/1/20	58	8.00	522	B28/6
Gomez	Linda	Secretary	Add 2.5% Bilingual	3/1/20	54	8.00	420	B25/6
Singer	Matthew	Instructional Asst./Rec.	Add Basketball Stipend	1/7/20	30	18.75	304	B11/1
McKoy	Deyana	Instructional Asst./SE I	Add Basketball Stipend	1/1/20	20	6.00	304	B14/3
Lee	Jey	Social Svcs. Asst. -	Add Clerical Asst. I	3/2/20	99	0.00	100	B17/1
Freker	Jo A.	Instructional Asst./SE I	Add IA/SE I to	3/11/20	99	0.00	121	B11/1
Employee ID	7386		CFRA leave 2/28-	3/6/20				
Employee ID	6074		CFRA leave 3/2/20-	3/2/20				
Anahuac	Citlalli	School Office Manager	Change Bilingual	3/1/20	28	8.00	403	B25/6
Arias-Eyre	Gabriella	School Office Manager	Change Bilingual	3/1/20	12	8.00	403	B25/6
Contreras	Sandra	School Office Manager	Change Bilingual	3/1/20	22	8.00	403	B25/6
Gonzalez	Maria	School Office Manager	Change Bilingual	3/1/20	24	8.00	403	B25/1
Moreno	Maria	School Office Manager	Change Bilingual	3/1/20	29	8.00	403	B25/1
Olivas	Delia	School Office Manager	Change Bilingual	3/1/20	25	8.00	403	B25/6
Seibert	Sandra	School Office Manager	Change Bilingual	3/1/20	19	8.00	403	B25/6
Vega	Angela	School Office Manager	Change Bilingual	3/1/20	21	8.00	403	B25/6
Employee ID	2512		FMLA 3/9-3/27/20	3/9/20				
Ruiz	Christopher	Custodian I	Hire Probationary	3/3/20	53	3.75	542	B17/1
Hurtado	Samuel	Food Service	Hire Probationary	3/12/20	90	6.00	606	B20/1
Martinez	Brisa	Health Asst./BB	Hire Probationary	3/12/20	12	3.75	402	B18/1
Benitez	Dominique	Instructional Asst./EL	Hire Probationary	3/2/20	60	19.50	2085	B11/1
Hernandez	Valeria	Instructional Asst./EL	Hire Probationary	3/2/20	60	19.50	329	B11/1
Arcebal	Veronica	Instructional Asst./EL	Hire Probationary	3/9/20	60	19.75	329	B11/1
Mooshagian	Armineh	Instructional Asst./EL	Hire Probationary	3/9/20	60	19.50	2085	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/20/20
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Sharp	Blanca	Instructional Asst./Reg.	Hire Probationary	3/2/20	60	3.50	310	B11/1
Gutierrez	Manuel	Maintenance Worker II	Hire Probationary	3/17/20	53	8.00	542	B27/1
Amaro	Abimael	Reprographics Tech.	Hire Probationary	3/12/20	50	3.50	519	B20/1
Larios	Vanessa	Supervisor, Child Dev.	Hire Probationary	3/12/20	60	8.00	2082/275	M09/1
Vargas	Ray	Custodian I	Hire Sub Status	3/13/20	53	0.00	542	B17/1
Cendejas	Anthony	Custodian I - sub	Hire Sub Status	3/16/20	53	0.00	542	B17/1
Treto	Amador	Custodian I - sub	Hire Sub Status	3/16/20	53	0	542	B17/1
De Nava	Edward	Custodian I - sub	Hire Sub Status	3/18/20	53	0.00	542	B17/1
Casarez	Trinidad	Food Service Asst. I -	Hire Sub Status	3/5/20	90	0.00	606	B08/1
Mendoza	Gabriela	Instructional Asst./Rec.	Hire Sub Status	3/10/20	99	0.00	100	B11/1
Shin	Annie	Instructional Asst./SE I -	Hire Sub Status	3/5/20	99	0.00	121	B14/1
Hernandez	Lorraine	Instructional Asst./SE I -	Hire Sub Status	3/10/20	99	0.00	121	B11/1
Idsvoog	Caroline	Instructional Asst./SE I -	Hire Sub Status	3/10/20	99	0.00	121	B14/1
Arreola	Diana	Playground Supervisor	Hire Sub Status	3/12/20	99	0.00	100	B07/1
Marmolejo	Maricruz	Playground Supervisor	Increase of Hours -	11/18/19	24	2.17	100	B07/4
Sianez	America	Playground Supervisor	Increase of Hours - 4.0	4/5/20	13	0.80	100	B07/4
Chon	Hanna	TLMA	Increase of Hours -	3/16/20	59	4.00	409	B21/6
Employee ID	391		Medical Leave 1/14-	1/14/20				
Employee ID	2630		Medical Leave 1/16-	1/16/20				
Employee ID	6048		Medical Leave 1/30-	1/30/20				
Employee ID	7612		Medical Leave 2/21-	2/21/20				
Employee ID	1456		Medical Leave 2/25/20-	2/25/20				
Employee ID	7543		Medical Leave 2/28/20 -	2/28/20				
Employee ID	2192		Medical Leave 2/5/20 -	2/5/20				
Employee ID	1893		Medical Leave from	2/12/20				
Varela	Anita	Personnel	New Commissioner	12/1/20	58	0.00	522	
Olivares	Jessica	Social Services Asst.	Reinstatement	3/2/20	20	6.00	212	B17/4
Webb	Ethan	TLMA	Resignation - will	3/13/20	59		409	B21
Beltran	Josephine	Instructional Asst./EL	Resignation on	3/6/20	60	3.50	2085	B11/1
Hinh	Jazmin	Instructional Asst./SE I	Resignation on	3/6/20	26	3.00	122	B14/1
Kuhn	Heather	SLPA	Resignation on	3/11/20	54	6.00	255	B21/1
Stipe	Cathrine	Mental Health	Revised LOA - 3/16-	3/31/20	21	8.00	504	B40/
Porter	Darneshia	Instructional Asst./Rec.	Separation - NLA	3/20/20	99	0.00	100	B11/1
Tucker-	Sydney	Registered Associate	Separation - NLA	3/27/20	54	4.80	504/302	B1/1
Goorey	Richard	Warehouse	Service Retirement - will	3/3/20	90	8.00	606	B28/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/20/20
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Doan	Michelle	Account Clerk III	Service Retirement - will	3/2/20	55	8.00	212/520	B28/6
Culpepper	Jashua	Clerical Asst. II/BB	Step Increase - Step 2	3/1/20	21	8.00	403	B20/1
Lee	Yoon Ji	Clerical Asst. II/BBK	Step Increase - Step 2	3/1/20	23	8.00	403	B20/1
Brandon	Nickolas	Custodian I	Step Increase - Step 2	3/1/20	23	3.75	542	B17/1
Buggs	Michael	Custodian I	Step Increase - Step 2	3/1/20	17	5.00	542	B17/1
Pena	Reyna	Health Asst./BB	Step Increase - Step 2	3/1/20	21	3.75	402	B18/1
Bustamante	Lisbeth	Instructional Asst./EL	Step Increase - Step 2	3/1/20	60	3.95	329	B11/1
Gonzalez	Irma	Instructional Asst./EL	Step Increase - Step 2	3/1/20	60	3.90	2085	B11/1
Zavala	Jailene	Instructional Asst./EL	Step Increase - Step 2	3/1/20	60	3.90	2085	B11/1
Briseno	Sonia	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	60	3.50	310	B11/1
Buckner	Kimberly	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	60	3.50	310	B11/1
Glassel	Michelle	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	12	3.75	100	B11/1
Montano	Alyssa	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	60	3.90	329	B11/1
Carreno	Yesenia	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	28	3.75	212	B11/1
Cerda	Brianna	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	60	3.95	2081	B11/1
Chambers	Kristen	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	27	3.00	302	B11/1
Chuy	Vivian	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	25	3.75	100/302	B11/1
Cristea	Marilena	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	26	3.00	100	B11/1
DeSilva	Thomas	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	25	3.00	212	B11/1
Easdale	Evelyn	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	27	3.00	100	B11/1
Hernandez	Christina	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	28	3.75	212/100	B11/1
Holden	Sharon	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	15	3.75	100	B11/1
Huynh	Christine	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	22	3.75	100	B11/1
Kim	Cathleen	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	29	3.75	100	B11/1
Mendez	Diana	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	25	3.75	100	B11/1
Mendiguren	Yuriko	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	15	3.00	100	B11/1
Miyatake	Linda	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	13	3.75	100	B11/1
Moore	Devon	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	11	3.75	100	B11/1
O'Conner	Nina	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	30	3.75	100	B11/1
Perez	Jennifer	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	26	3.00	302	B11/1
Resch	Angela	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	16	3.75	100	B11/1
Sambrano	Elizabeth	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	21	3.75	100/302	B11/1
Shuler	Erica	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	15	3.00	302	B11/1
Son	KyoungGyo	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	29	3.75	212	B11/1
Stevens	Taylor	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	12	3.00	100	B11/1

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Vrsalovich	Wendy	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	60	3.50	310	B11/1
Wilson	Cora	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	27	3.75	100	B11/1
Bergland	Christopher	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	29	6.00	505/504	B14/1
Cox	Magnolia	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	22	3.00	122	B14/1
Rodriguez	Pedro	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	30	6.00	242	B14/1
Yang	Hyo Lim	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	21	5.60	122	B14/1
Misuela	Josh	Instructional Asst./SE II	Step Increase - Step 2	3/1/20	17	6.00	242	B14/1
Ledon	Jose	Clerical Asst. II	Step Increase - Step 3	3/1/20	18	8.00	403	B19/2
Llamas	Krystal	Health Assistant	Step Increase - Step 3	3/1/20	18	3.75	402	B17/2
Do	John	Instructional Asst./Rec.	Step Increase - Step 3	3/1/20	60	3.95	329	B11/2
Huntly	John	Instructional Asst./Rec.	Step Increase - Step 3	3/1/20	60	3.90	2085	B11/2
Ahmed	Ahmed	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	60	3.50	310	B11/3
Guerrero	Margarita	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	24	3.75	212	B11/2
Kim	Jane	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	19	3.75	1086	B11/2
Lopez	Maria	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	19	3.00	212	B11/2
Lou	Tamara	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	30	3.75	304	B11/2
Nam	John	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	25	3.00	212	B11/2
Orla	Tanya	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	25	3.75	302	B11/2
Sanders	Leslie	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	13	3.00	100	B11/2
Torres	Jeannette	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	28	3.75	100	B11/2
Vazquez	Johanaliz	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	13	3.00	302/304	B11/2
Gray	Jennifer	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	22	3.00	122	B14/2
Lee	Jessica	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	22	6.00	122	B14/2
Prado	Allyson	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	29	5.00	125	B14/2
Villatoro	Yvonne	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	60	3.50	310	B14/2
Koliha	Emily	School Office Manager	Step Increase - Step 3	3/1/20	23	8.00	403	B25/2
Bankston	Charles	School Safety Monitor	Step Increase - Step 3	3/1/20	23	7.00	101	B16/2
Meza	Mitchell	Bus Driver	Step Increase - Step 4	3/1/20	56	5.22	565	B21/3
DeMille	Belinca	Clerical Asst. II	Step Increase - Step 4	3/1/20	26	8.00	403	B19/3
Marroquin	Diana	Instructional Asst./Rec.	Step Increase - Step 4	3/1/20	60	3.90	2085	B11/3
Choi	Grace	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	30	3.75	304/100	B11/3
Gomez	Jasmine	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	22	3.75	1086	B11/3
Gonzalez	Melissa	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	24	3.00	302	B11/3
Krishnan	Saradha	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	30	3.75	100/304	B11/3
Nunez	Roman	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	29	3.75	100/212	B11/3

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Pak	Gina	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	18	3.00	302	B11/3
Reyes	Abigail	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	25	3.75	1086	B11/3
Weimholt	Amber	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	18	3.00	100	B11/3
Hom	Grace	Instructional Asst./SE I	Step Increase - Step 4	3/1/20	27	4.00	130	B14/3
Colianni	Sandra	Secretary	Step Increase - Step 4	3/1/20	55	8.00	302/212	B21/3
Tovar	Karina	Clerical Asst. II/BB	Step Increase - Step 5	3/1/20	19	8.00	403	B20/4
Williamson	Sherrie	Computer Tech I	Step Increase - Step 5	3/1/20	59	8.00	304/302	B30/4
Hatton	Wesley	Custodian II	Step Increase - Step 5	3/1/20	26	8.00	542	B24/4
Morgan	Jenny	Employee Benefits	Step Increase - Step 5	3/1/20	51	6.00	524	B23/4
Moncada	Jeanette	Instructional Asst./BB	Step Increase - Step 5	3/1/20	24	6.00	1088	B14/4
Palomino	Tatiana	Instructional Asst./BB	Step Increase - Step 5	3/1/20	60	3.50	310	B14/4
Reynoso	Vanessa	Instructional Asst./BB	Step Increase - Step 5	3/1/20	24	6.00	1088	B14/4
Aguilar	Jessica	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.90	2085	B11/4
Garcia	Nicole	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.95	329	B11/4
Hobayan	Leilani	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.50	2085	B11/4
Rutledge	Matthew	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.90	2085	B11/4
Summerson	Elizabeth	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.90	2085	B11/4
Perez	Amber	Instructional Asst./Reg.	Step Increase - Step 5	3/1/20	22	3.75	100/212	B11/4
Foscante-	Aimee	SLPA	Step Increase - Step 5	3/1/20	12	6.00	141	B21/4
Hukel	Cynthia	Bus Driver	Step Increase - Step 6	3/1/20	56	5.54	565	B21/5
Ramirez	Jose	Computer Tech I	Step Increase - Step 6	3/1/20	59	8.00	409/212/302	B30/5
Angeles	David	Custodian II	Step Increase - Step 6	3/1/20	24	8.00	542	B24/5
Escobar	Christina	Custodian II	Step Increase - Step 6	3/1/20	22	8.00	542	B24/5
Castro	Yesenia	Health Assistant	Step Increase - Step 6	3/1/20	11	3.75	402	B17/5
Mendoza	Adriana	Health Assistant	Step Increase - Step 6	3/1/20	30	3.75	402	B17/5
Alatorre	Adriana	Health Asst./BB	Step Increase - Step 6	3/1/20	24	3.75	402	B18/5
Benitez	Margarita	Health Asst./BB	Step Increase - Step 6	3/1/20	20	3.75	402	B18/5
Arroyo	Zulma Y.	Instructional Asst./BB	Step Increase - Step 6	3/1/20	22	3.00	383	B14/5
Garcia	Daniela	Instructional Asst./Rec.	Step Increase - Step 6	3/1/20	60	3.90	2085	B11/5
Magana-	Stacy	Instructional Asst./Rec.	Step Increase - Step 6	3/1/20	60	3.90	2085	B11/5
Verdon	John	Instructional Asst./Rec.	Step Increase - Step 6	3/1/20	60	3.90	2085	B11/5
Alvarez	Alyssa	Instructional Asst./Reg.	Step Increase - Step 6	3/1/20	60	3.50	310	B11/5
Chan	Karlita	Instructional Asst./Reg.	Step Increase - Step 6	3/1/20	60	3.50	310	B11/5
Hertzberg	Maria	Instructional Asst./Reg.	Step Increase - Step 6	3/1/20	11	3.75	302	B11/5
Cleveland	Travis	Instructional Asst./SE II	Step Increase - Step 6	3/1/20	13	6.00	504/122	B14/5

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Douglas Rynerson Ed.D., Program Specialist, Educational Services

SUBJECT: **APPROVE ADOPTION OF *AMPLIFY SCIENCE* FOR GRADES 7th -8th GRADE TO SUPPORT IMPLEMENTATION OF THE CALIFORNIA STATE STANDARDS (CA-NGSS)**

Background: In November 2018, the California State Board of Education approved the Science instructional materials that support the implementation of California State Standards (CA-NGSS). Beginning in August 2019, approximately 30 teachers began piloting the 7th-8th Grade Science materials from three different vendors. Teachers met to discuss each program's features such as ELD supports, alignment to standards, assessment, and online access. A survey was conducted in February to determine which Science program teachers would prefer to fully implement in 2020/2021 and *AMPLIFY SCIENCE* was selected for Grades 7 & 8. Fullerton School District (FSD) will purchase an 8-year package that includes 8 years of digital access, hard copy components for teachers, and 6 years of student consumable textbooks.

Rationale: Our current Science textbooks are not aligned to the Next Generation Science Standards (NGSS) and FSD teachers have had to supplement with additional resources. Adopting a new Science textbook that is NGSS aligned will provide all teachers with access to all components and will provide consistency within FSD for lesson planning, lesson pacing and student assessments.

Funding: The estimated cost is \$765,712 and is to be paid from the General Fund, utilizing both restricted and unrestricted funding.

Recommendation: Approve adoption of *Amplify Science* for grades 7th – 8th grade to support implementation of the California State Standards (CA-NGSS).

JL:DR:ts
Attachment

Memorandum of Understanding

Amplify Education, Inc. and Fullerton School District (“District”) agree to the following payment schedule for the purchase outlined in Quote # Q-14406-1 (the “PQ”, attached hereto).

District will pay:

- \$382,855.80 (50% of the PQ total) by July 31, 2020
- \$382,855.80 (50% of the PQ total) by July 31, 2021

If the District’s 2021—22 Adopted School Year Budget results in a reduction of total per-pupil funding of more than 5 percent from the 2020–21 school year, the payment schedule will be replaced by the following:

District will pay:

- \$382,855.80 (50% of the PQ total) by July 31, 2020
- \$191,427.90 (25% of the PQ total) by July 31, 2021
- \$191,427.90 (25% of the PQ total) by July 31, 2022

Fullerton School District

Amplify Education, Inc.

By: _____

By: Richard Morris

Name: _____

Name: Richard Morris

Title: _____

Title: Chief Financial Officer

Date: _____

Date: 5/05/2020



Price Quote

Amplify

55 Washington Street, Suite 900
 Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-14406-1
Date: 2/22/2020
Expires On: 3/23/2020

Customer Contact Information

Doug Rynerson
 FULLERTON SCHOOL DISTRICT
 (714) 447-7400
 doug_rynerson@fsd.k12.ca.us

Amplify Contact Information

Lauren Sherman
 Senior Account Executive
 (949) 397-5766
 lsherman@amplify.com

8 Years Digital + 6 Years Student Notebooks

PRODUCT	QUANTITY	LIST PRICE	TOTAL PRICE
Amplify Science Middle School: Grade 7 Integrated Course Model Kits (2020)	17.00	\$3,656.80	\$62,165.60
Amplify Science G7 California - Digital Student License (2020)	1,535.00	\$89.00	\$136,615.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit) (2020)	17.00	\$336.00	\$0.00
Amplify Science CA Grade 7 Investigation Notebook Bundle (1 qty per unit) (2020)	1,535.00	\$120.96	\$185,673.60
Amplify Science MS: Integrated Grade 7 Benchmark Assessments student license (PDF and/or QTI) - Field Test (2020)	1,535.00	\$0.00	\$0.00
Amplify Science CA Grade 8 Investigation Notebook Bundle (1 qty per unit) (2020)	1,515.00	\$120.96	\$183,254.40
Amplify Science G8 California - Digital Student License (2020)	1,515.00	\$89.00	\$134,835.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits (2020)	16.00	\$3,948.00	\$63,168.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit) (2020)	16.00	\$336.00	\$0.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments student license (PDF and/or QTI) - Field Test (2020)	1,515.00	\$0.00	\$0.00
TOTAL			\$765,711.60

PROFESSIONAL DEVELOPMENT	QUANTITY	LIST PRICE	TOTAL PRICE
Amplify Science MS: Grade Band Orientation (6-8): 1 Day Onsite	4.00	\$3,200.00	\$0.00
TOTAL		\$3,200.00	\$0.00

GRAND TOTAL

\$765,711.60

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2028.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.- embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, nonreturnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-

identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

CONSENT ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE A CONTRACT TO LIGHTSPEED CALIFORNIA, INC. DBA LIGHTSPEED TECHNOLOGIES, INC. PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-19-00-0114B, FOR THE PURCHASE OF CLASSROOM VOICE AMPLIFICATION EQUIPMENT**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required.

The District's purchasing and technology departments have considered procurement methods for the purchase of classroom voice amplification equipment for the District. Classroom voice amplification has been shown to reduce teacher voice strain, to increase student achievement, and to reduce behavioral concerns related to students not able to understand or hear the teacher. The District has also tested these devices while a speaker was wearing a mask to ensure that in the event teachers need to wear masks during the course of teaching they would not have to raise their voices for all students to hear. This contract expires on December 31, 2021. A copy of the contract is available for review in the Superintendent's Office.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing voice amplification equipment as required throughout the District.

Funding: Funding for purchases from this contract will come from the general fund, various programs and site budgets as appropriate.

Recommendation: Approve a contract to Lightspeed California, Inc. dba Lightspeed Technologies, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-19-00-0114B, for the purchase of classroom voice amplification equipment.

JD:kv

Attachment

State of California
MULTIPLE AWARD SCHEDULE

Lightspeed California, Inc.
d.b.a.

Lightspeed Technologies, Inc

CMAS NUMBER:	4-19-00-0114B
CMAS TERM DATES:	1/07/2019 through 12/31/2021
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	PEPPM 2019
BASE SCHEDULE HOLDER:	Lightspeed Technologies, Inc.

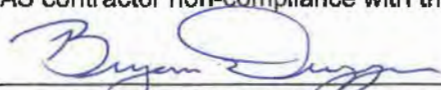
This CMAS provides for the purchase and warranty of classroom amplification systems. (See page 2 for the specific brand applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.



BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **1/07/2019**

DISCUSSION/ACTION ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE THE APPOINTMENT OF MR. THOMAS REMINISKEY AS THE BOARD OF TRUSTEES' APPOINTEE TO THE PERSONNEL COMMISSION TO FILL THE UNEXPIRED TERM UNTIL DECEMBER 2021**

Background: The Board of Trustees announced the intent to appoint their representative to the Personnel Commission at the April 14, 2020 Board of Trustees' meeting. The intended appointee is Mr. Thomas Reminiskey.

Rationale: California Education Code Article 6 Sections 45256 establish the procedures to fill the Board of Trustees' unexpired term of the vacant position on the Fullerton School District Personnel Commission.

Funding: Cost shall be \$50 per meeting and not to exceed \$250 per month from the Personnel Commission budget.

Recommendation: Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

CH:nm

DISCUSSION/ACTION ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2020/2021 SCHOOL YEAR

Background: As of 1996, a “Declaration of Need for Fully Qualified Educators” must be completed and adopted yearly based on the anticipated need for the subsequent school year. This Declaration must be Board adopted and submitted to the Commission on Teacher Credentialing before any alternate credentials may be processed.

The Fullerton School District has the following general needs that may be met through the alternate short-term credential process:

- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3.
- All core academic subject teachers to demonstrate subject area competence.
- Filling preschool special education positions for which a specialist credential is required.
- Filling special education positions to allow these educators time to meet new requirements for special authorizations.
- Filling junior high positions for which qualified teachers are difficult to find, including but not limited to foreign language, science, math, English language learners.
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education.
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.

Rationale: The Board of Trustees is required to adopt the “Declaration of Need for Fully Qualified Educators” at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District’s specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Not applicable.

Recommendation: Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year.

CH:nm
Attachment

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

DISCUSSION/ACTION ITEM

DATE: May 12, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE AN EXTENSION OF THE EXISTING LEASE AGREEMENT WITH THE CITY OF FULLERTON FOR USE OF NICOLAS JUNIOR HIGH SCHOOL'S PARKING LOT FOR OVERNIGHT PARKING THROUGH 2019/2020, 2020/2021, AND 2021/2022 FISCAL SCHOOL YEARS**

Background: The City of Fullerton has requested to use the parking lot adjacent to Nicolas Junior High School for neighborhood overnight parking. Residents with a city-issued permit will be able to park on the lot from 10 p.m. to 7 a.m., seven nights a week. The City will maintain the parking lot, which includes re-slurry and striping, as needed. The City will carry liability insurance for their use and hold the Fullerton School District harmless.

Rationale: The Board of Trustees approves the extension of the existing lease agreement with the City of Fullerton.

Funding: There is no cost to the District.

Recommendation: Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2020, and 2021/2022 Fiscal school years.

RC:SS:ys
Attachments

LEASE AGREEMENT FOR PARKING PURPOSES
BETWEEN THE FULLERTON SCHOOL DISTRICT
AND THE CITY OF FULLERTON

This Lease Agreement for Parking Purposes (“Agreement”) is entered into this 12th of May, 2020 (“Effective Date”), by and between the Fullerton School district (“District”) and the City of Fullerton (“City”).

RECITALS

WHEREAS, City desires to lease for public parking purposes real property belonging to District and located at Nicolas Junior High School, 1100 West Olive Avenue, Fullerton, California 92833; and

WHEREAS, District is willing to lease to the City the property for public parking purposes pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The Leased Premises. The Leased Premises to be leased by District to City pursuant to this Agreement is paved asphalt pad adjacent to Hill Avenue delineated in Exhibit “A” attached hereto and incorporated herein by this reference.

2. Term. The term of this Agreement shall commence on the Effective Date set forth above and continue to June 30, 2022.

3. Purpose. City is allowed to use the Leased Premises only for public parking purposes.

4. Annual Rent. City shall pay District an annual rent of \$1.00 payable upon the Effective Date and the date of any renewal of the Agreement term pursuant to Section 2 of this Agreement.

5. Improvements. City will slurry seal and stripe the Leased Premises for parking purposes at its sole cost.

6. Indemnification and Hold Harmless. City shall defend, indemnify, and hold harmless District, its governing board, officers, employees, and agents from and against any claims, actions, suits, or other legal proceedings relating to personal injury, including death or property damage arising out of City’s use of the Leased Premises under this Agreement, except for claims, actions, suits, or legal proceedings arising out of the sole negligence or willful misconduct of District.

7. Insurance. City shall provide District with proof of self-insurance in a form mutually agreeable to both parties.

8. Notices. Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to District

If to City:

Fullerton School District
1401 W. Valencia Drive
Fullerton, Ca 92833
Attn: Assistant Superintendent, Business

City of Fullerton
303 W. Commonwealth
Fullerton, Ca 92832
Attn: Public Works Director

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

10. No Assignment. City may not assign its interests in this Agreement.

11. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be full or accurate description of the content thereof and shall in no way affect the meaning or interpretation of this Agreement.

12. Construction. The parties have participated jointly in the negation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be constructed as drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein.

14. Amendments. Only a writing executed by the parties or their respective successors and assigns may amend this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

16. Execution Authority. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized offices, as of the date first above written.

FULLERTON SCHOOL DISTRICT

CITY OF FULLERTON

Robert R. Coghlan, Ph.D.
Assistant Superintendent, Business Services

Ken Domer
City Manager

APPROVAL AS TO FORM:

APPROVAL AS TO FORM

Jeanette Vazquez
President, Board of Trustees

City Attorney

EXHIBIT A
LEASED PREMISES



EXHIBIT A
LEASED PREMISES



DISCUSSION/ACTION ITEM

DATE: May 12, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE NEW JOB DESCRIPTION FOR TEACHER ON SPECIAL ASSIGNMENT (TOSA) – LITERACY**

Background: The Fullerton School District has been awarded grant funds to work with Fullerton College and the North County Regional Occupation Program (ROP) through the K12 Strong Workforce Program over the next two years to enhance and expand our college and career pathway program. This grant is part of a commitment by the state to provide ongoing funding to schools to build coherent pathways between K-12 school districts, community colleges and career technical education (CTE) partners to meet local workforce needs and prepare students for high-demand jobs. The grant will fund a TOSA position to help support the program implementation in the area of integrated ELA literacy skills with strength/passion-based learning, focusing on college/career readiness.

Rationale: FSD's capacity to implement college and career activities will be expanded and enhanced with a TOSA, who will provide leadership and support for training teachers, administrators and other staff with integration of oral and written communications standards that support career ready practices. A TOSA will be instrumental in supporting a district-wide plan to strategically embed oral and written communication skills into ELA instruction as students are provided new opportunities to discover their strengths and/or passions as they develop essential career-ready skills.

Funding: Funding for this 2-year position will come from K-12 Strong Workforce Program (CC334). Total amount is not determined, but will be based on Board approved Certificated Salary Schedule rates.

Recommendation: Approve new Job Description for Teacher on Special Assignment (TOSA) – Literacy.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
Fullerton, California

TEACHER ON SPECIAL ASSIGNMENT – LITERACY

DEFINITION:

Under direction of the assigned Director of Education Services, the Teacher on Special Assignment will work with teachers to support an integrated ELA Common Core curriculum focused on oral communication skills and literacy for upper grades. The TOSA will provide leadership and support for training teachers, administrators and other staff in strategies to support college and career pathways.

REPRESENTATIVE DUTIES AND RESPONSIBILITIES:

- Provide instructional coaching and professional development to teachers on Common Core standards aligned to oral and written communication competencies and skills.
- Provide instructional coaching and professional development to teachers on strategies for embedding career-ready language and literacy competencies and skills into regular ELA instruction.
- Develop and implement plans to support PATHFinder and ELA grade level standards aligned with college and career-ready practices in language, literacy and communication.
- Assist in the integration of career-ready practices in communication into grade-level learning targets and assessment practices.
- Conduct and analyze on-going formative and summative assessment data of classroom instruction and overall program effectiveness, including the ability to communicate clearly, effectively and with reason.
- Seek, develop and coordinate opportunities for students to showcase skills in language, literacy and oral communication aligned to career-readiness including PATHFinder opportunities, FSD Fest and Speech and Debate.
- Coordinate assigned program/curriculum area with assigned grant deliverables.
- Lead/serve on District and site committees, as appropriate.
- Other duties as assigned.

** Specific duties are based on the nature and location of the assignment

EMPLOYMENT STANDARDS:

Education

Bachelor's Degree or higher from an accredited college or university

Credential/License

Valid California Credential or license authorizing service as a single subject teacher, Including CLAD or equivalent authorization; valid California Administrative Credential is desirable; valid California Driver's License. Single Subject Credential in English is required.

Experience

A minimum of three (3) years elementary or secondary school teaching; experience in a school district leadership capacity is desirable.

Knowledge of:

California State Standards, principles, methods, techniques and strategies pertaining to teaching and instruction; curriculum; use and support of technology; the principles of staff development; principles of behavior management; conflict resolution procedures; interpersonal skills using tact, patience and courtesy.

FULLERTON SCHOOL DISTRICT
Fullerton, California

TEACHER ON SPECIAL ASSIGNMENT – LITERACY

Ability to:

Ability to support the use of current research and theory in the instructional program; ability to support the planning and implementation of lessons based on school objectives and the needs and abilities of students; present model lessons; observe lessons and give teachers feedback; support the integration of technology into the instructional program and management of the school; support and implement the school-wide discipline plan; establish and maintain effective relationships with District staff, teachers, students and parents; demonstrate skill in oral and written communications; perform duties with awareness of all District requirements and Board of Education policies; analyze situations accurately and adopt an effective course of action; prioritize and schedule work; meet schedules and timelines; work independently with little direction and confidentially with discretion; work under pressure and with distractions.

** Specific knowledge and abilities necessary are based on the nature and location of the assignment

PHYSICAL STANDARDS:

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this general instructional category. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary dependent on school site or specialized department assignment.

Work Environment:

While performing the duties of this job, the employee works in several environments and may travel in a personal vehicle to sites. The employee's primary responsibility is working with teachers and administrators in the office and in the classroom. Employees in this position may have a higher level of exposure to infection from students when working in the classroom. There is also frequent contact with staff and public and the need to meet multiple demands from several people. The noise level is moderate.

Physical Demands

The physical demands of this position include frequent sitting and standing for extended periods of time. The employee may occasionally lift, push, pull and/or move up to 50 pounds. Repetitive bending at the waist, as well as kneeling, stooping and crouching is also required. Employees may reach overhead, as well as above the shoulders and horizontally. Dexterity of hands and fingers to demonstrate activities or run instructional equipment is required, as is hearing and speaking to exchange information, make presentations, hear in a noisy environment and locate the source of a sound. Seeing to read a variety of materials and monitor student activities is also required.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

DISCUSSION/ACTION ITEM

DATE: May 12, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **ADOPT RESOLUTION #19/20-20 CALLING FOR BOARD OF TRUSTEES' ELECTION TO BE HELD ON NOVEMBER 3, 2020**

Background: In accordance with Education Code section 5340, a consolidated election is required in the Fullerton School District this year.

The Orange County Department of Education has requested that the Board of Trustees adopt a Resolution informing the Orange County Superintendent of Schools of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on November 3, 2020. The Fullerton School District Board of Trustees must serve the County Superintendent with the Resolution no later than June 12, 2020.

Rationale: Terms of office for Board Members Hilda Sugarman and Jeanette Vazquez will expire on December 11, 2020.

Funding: The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned. A portion of the cost of the election for 2019/2020 is budgeted in the General Fund.

Recommendation: Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020.

Attachments

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-20

Excerpt from the Journal of the Board of Trustees of the Fullerton School District of Orange County, State of California, for a Regular meeting held on the 12th day of May, 2020, at 6:00 p.m. at which the following members were:

PRESENT: _____

ABSENT: _____

On motion of Member _____, seconded by Member _____, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSENT: MEMBERS _____

Certified a correct copy this 12th day of May, 2020.

Beverly Berryman, Clerk of Said Board

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-20 AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 11, 2020, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and §5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 12th day of May 2020.

Beverly Berryman, Clerk of Said Board

DISCUSSION/ACTION ITEM

DATE: May 12, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE FUTURE SPECIAL BOARD MEETING(S)/BOARD STUDY SESSION(S) ON VARIOUS TOPICS.

Background: At a previous Board Meeting, there was a request from several Board Members to hold future Special Board Meeting(s)/Board Study Session(s) on the following topics:

- Board Protocols
- Board Self- Evaluation
- Update on COVID- 19

Dr. Robert Pletka suggested adding the following topic to the future Special Board Meeting agenda:

- Local Control Accountability Plan Guidance regarding Board Participation

Rationale: Allow Board Members to discuss potential date(s) and topics for Special Board Meeting(s)/Board Study Session(s).

Funding: Not Applicable.

Recommendation: Approve Future Special Board Meeting(s)/Board Study Session(s) on various topics.

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Tuesday, May 12, 2020
Minutes of the Regular Meeting of the Board of Trustees
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Open Session, Call to Order, Pledge of Allegiance, – Board Room

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:11 p.m. and Julienne Lee led the pledge of allegiance to the flag. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez (via Zoom Teleconference)

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt, Julienne Lee (via in-person)

Recess to Closed Session – Agenda

At 5:12 p.m., the Board recessed to Closed Session for: •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Vasquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:12 p.m. and Jeremy Davis led the pledge of allegiance. Carmen Serna, Executive Assistant to the Superintendent, reported on behalf of President Vazquez that in closed session, the Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2019121029). District agrees to reimburse Parent in the amount of Five Thousand Dollars (\$5,000) for compensatory education services (roll call was taken for each Board Member's vote).

The Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020010959). The District agrees to pay, as a compromise and settlement only, the sum of Six Thousand Five Hundred Dollars (\$6,500) for all attorneys' fees owed or paid by Parents in connection with the Action (roll call was taken for each Board Member's vote).

The Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020020230). The District agrees to pay, as a compromise and settlement only, the sum of Nine Thousand Seven Hundred Fifty Dollars (\$9,750) for all attorneys' fees owed or paid by Parents in connection with the Action (roll call was taken for each Board Member's vote).

Superintendent's Report

Dr. Pletka stated he is extremely appreciative to certificated, classified and administrative staff for their commitment and hard work during this pandemic time. He stated Jenel Lao wrote a proposal for the Inclusive Early Education and Expansion Program (IEEEP) and the grant was funded for \$5,017,273. In addition, Ms. Lao has been instrumental in writing various other smaller grants and the District is very appreciative of her efforts.

Information from the Board of Trustees

Trustee Thakur- He thanked Dr. Pletka, Executive Cabinet, and all staff for their hard work during COVID-19. He stated Distance Learning has been a new experience for everyone. He thanked all parents for their dedication helping students while many parents are working from home. He thanked Yolanda McComb (Retiring Principal at Raymond School) for her 30+ years of service to FSD.

Trustee Meyer- She thanked all staff for supporting parents and students during COVID-19 and Distance Learning. She had an opportunity to drive by a site distributing the grab and go meals for students and she stated it was heartwarming to see the Principal and staff welcoming families. Trustee Meyer stated it is important to receive feedback from the community. She thanked Dr. Pletka for his leadership putting FSD on the map with so many great things happening for students.

Trustee Berryman – She expressed her appreciation for the entire staff for all they are doing during these difficult times and working smarter and not harder. She gave kudos to the District and staff for

implementing FSD 360: Distance Learning Plan and Extended Play Summer Edition. Trustee Berryman stated how thankful she is for the District providing grab and go meals for children and supper meals at specific sites. She encouraged people to advocate at the State and Federal level to advocate for education and critical funding. She thanked Mrs. McComb for her dedicated years of service to FSD and thanked her for being a mentor to students and her fellow colleagues.

Trustee Sugarman– She stated FSD teachers have “super hero” traits and she thanked everyone who is putting their hard work making distance learning a success under difficult times. She stated how wonderful it is to see how sites are working together to celebrate promotions and making students feel special. She commended Mrs. McComb for her leadership that includes starting the Dual Language Immersion at Raymond School. Trustee Sugarman also thanked the teachers who are retiring; she thanked local restaurants for helping feed students during this pandemic.

President Vazquez –She stated how appreciative she is to employees distributing food to students and for staff that is cleaning and sanitizing offices and buildings. She thanked teachers for instructing their students through distance learning. She thanked parents for picking up the role of “co-teacher”. She stated it is important to continue supporting the social-emotional needs of students and families. She thanked her fellow Board of Trustee members for setting the foundation for technology that put FSD in a solid place when transitioning to Distance Learning. President Vazquez held a moment of silence in memory of American lives lost during COVID-19; she held a second moment of silence in honor of Ahmaud Arbery.

Information from DELAC, PTA, FETA, CSEA, FESMA- Carmen Serna read the PTA and CSEA reports. DELAC, FETA, and FESMA representative read their own report.

DELAC, PTA, FETA, and CSEA Reports– Please reference reports at the bottom of the Board Minutes.

Public Comments:

No Public Comments.

Approve Minutes

It was moved by Hilda Sugarman seconded Janny Meyer and carried 5-0 to approve minutes of the Regular meeting on March 10, 2020 and the Special Meeting on March 13, 2020.

Approve Consent Agenda and/or Request to Move an Item to Action

Consent Items

Moved by Janny Meyer, seconded by Aaruni Thakur, and carried 5-0 to approve the consent items. The Board commented on consent items #1b and #1p.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees’ appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22C0072, N22D0355 through N22D0359, N22E0292 through N22E0360, N22M0288 through N22M0298, N22R1020 through N22R1022, N22R1064 through N22R1164, N22R1088, N22S0020 through N22S0023, N22T0028 through N22T0029, N22V0130 through N22V0151, N22X0388 through N22X0391, and N22Z0077 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220569 through 220611 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 127442 through 127777 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.

1g. Approve agreements with Cantrell Photography, Inc., Lifetouch School Studios Inc., Studio 1, and Pictures with Class to provide school photography services for the 2020/2021 school year.

1h. Adopt resolutions numbered 19/20-B030 through 19/20-B032 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

- 1i. Approve Notice of Completion for New Dimension General Construction for the removal and replacement of twenty-three (23) defective, non-functional drinking fountains with new hydration stations within various Fullerton School District schools.
- 1j. Approve EMS-ISITE Software School Nutrition Network, Hardware, Support, and Maintenance beginning July 1, 2020 through June 30, 2021.
- 1k. Approve renewal of unpaid dietetic student internship agreement with California State University, Long Beach, effective May 13, 2020 through June 30, 2021.
- 1l. Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning September 1, 2020 through August 31, 2023.
- 1m. Approve/ratify agreement with Pocock Design Solutions Inc., for mechanical engineering services as needed through the 2019/2020 and 2020/2021 fiscal school years.
- 1n. Approve Internet Access Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current agreement by one year (agreement number 49963) beginning July 1, 2020 through June 30, 2021.
- 1o. Approve Independent Contractor Agreement between Fullerton School District and Brisa Diaz to provide video editing services for FSD TV.
- 1p. Approve/Ratify Addendum between Fullerton School District and North Orange County Community College District to reflect changes to classes being offered for the 2019/2020 school year.
- 1q. Approve/Ratify Classified Personnel Report.
- 1r. Approve adoption of *Amplify Science* for grades 7th – 8th grade to support implementation of the California State Standards (CA-NGSS).
- 1s. Approve a contract to Lightspeed California, Inc. dba Lightspeed Technologies, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-19-00-0114B, for the purchase of classroom voice amplification equipment.

Public Hearing

President Vazquez conducted a public hearing at 7:13 p.m. to allow public comment regarding the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

Hearing no public comments, the public hearing was closed at 7:14 p.m.

Discussion/Action Items:

2a. Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

It was moved by Hilda Sugarman, seconded by Aaruni Thakur, and carried 5-0 to Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021 (roll call was taken for each Board Member's vote).

2b. Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year.

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year (roll call was taken for each Board Member's vote).

2c. Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2020, and 2021/2022 Fiscal school years.

It was moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2021, and 2021/2022 Fiscal school years (roll call was taken for each Board Member's vote).

2d. Approve new Job Description for Teacher on Special Assignment (TOSA) – Literacy.

It was moved by Beverly Berryman, seconded by Janny Meyer, and carried 5-0 to Approve new Job Description for Teacher on Special Assignment (TOSA) – Literacy (roll call was taken for each Board Member's vote).

2e. Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020 (roll call was taken for each Board Member's vote).

2f. Approve Future Special Board Meeting(s)/Board Study Session(s) on various topics.

It was moved by Jeanette Vazquez, seconded by Hilda Sugarman, and carried 4-1 (Trustee Meyer opposed) to approve a Special Board Meeting on COVID-19 and the Special Board Meeting was scheduled for June 2, 2020.

Update on COVID-19

Dr. Pletka stated the Board of Trustees stated they would like to receive COVID-19 updates and Executive Cabinet will be updating the Board at future Board Meetings. Dr. Pletka shared the District will be providing an Extended Play: Summer Edition (Summer School). Dr. Pletka explained the District is discussing different options for what the Fall make look like in regards to students returning back to school. Dr. Pletka reported the State has not waived, as of today, the instructional minutes. Various options/models for students returning are being considered based on State guidelines and parent choice.

Julienne Lee, Assistant Superintendent of Educational Services Update:

Summer Program Extended Play: Summer Edition:

Starts June 1st- June 26th. Registration is open until May 27th. Flyers to go out on PeachJar and on the website.

Virtual Promotions: 8th grade:

Most schools will do a video promotion. Some sites will do a drive thru parade.

Distance Learning Student Participation:

Title 1 results, non Title 1 school averages were shown. Two lowest averages for "never" were two Title 1 schools. Five Title 1 and five non Title 1 schools were below district average.

Independent Study/Homeschool:

- Short Term Goal: Expand our existing independent study program (each of the schools) to offer an option for parents to have a home distance learning model.
- Long Term Goal: Independent Study, with robust curriculum in a choice model that includes teacher facilitated, parent facilitated instruction, seminar/lab days with hands-on opportunities for learning.

Rob Coghlan, Assistant Superintendent of Business Services Update:

Student meals

Grab and Go Meals being served at 17 sites; Supper Program currently being served at 8 sites.

Pandemic EBT Card

What is Pandemic EBT (P-EBT)?

- P-EBT is a food benefit for children on the free-reduced meal program impacted by school closures.
- P-EBT eligible families will receive up to \$365 per eligible child on their P-EBT

card to use on groceries.

Who is Eligible for P-EBT?

Children who qualify for the free or reduced-price school meal program.

- Children who get free or reduced-price school meals because they received CalFresh, Medi-Cal, CalWORKS, or Foster Care during the school year DO NOT need to apply for P-EBT benefits.

- These households will receive their P-EBT card automatically in the mail between about May 12, 2020 and May 22, 2020.

- District has shared this information with FSD families about this P-EBT benefit, included a flyer in the “to-go” lunch bags being distributed at school sites, and posted the information on the District website.

Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support Update:

Internet and hot spots - have distributed over 400, we are anticipating some jump in demand this month as the Spectrum free offer was only for 60 days and many families signed up the week of March 13th.

VIP program - there will be another Apple lease on the next Board Meeting to continue refreshing the VIP devices

Audio Amplification – Thanked the Board for approving the CMAS contract on the consent agenda to purchase audio amplification systems for teachers. We are starting with a purchase for at least half of the classrooms and we are surveying teachers to ensure we don't over-order.

Survey for Friday - We are planning on sending a survey home on Friday to parents regarding their learning preferences in the fall based on distance learning vs physical school to gauge our parents' interest at this time.

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services Update:

Virtual interviews - Personnel is continuing to interview and recruit even with the Safer At Home and temporary School Closure orders. We are currently recruiting, interviewing through teleconferencing and hiring employees to ensure we are ready for the 2020-21 school year. Classified Personnel has filled 90% of their vacancies.

Risk management - Student, staff, and community safety and health are major priorities both now and as we prepare for the new school year. We are currently planning and making the following preparations for the 2020-21 school year:

- We are investigating different technologies to temperature screen all students, staff, and campus visitors every morning before the start of the school day and before they enter campus.
- We are walking every classroom at every campus to determine the type of furniture, room layout, and overall capacity of each classroom with social distancing requirements in place. We are also looking at empty classrooms and facilities to house students for “daycare.” We are also analyzing each lunch area and outside area for safe student capacity numbers.
- We will begin summer deep cleaning on June 1st and will be deep cleaning, disinfecting, and sanitizing each area on each school campus and District facility.
- We are also working with a District committee with representatives from FETA, FESMA, and Cabinet to look at potential instructional scenarios for next year that will enable us to return to school and meet the requirements of the Governor and the pandemic requirements.

Board Member Request(s) for Information and/or Possible Future Agenda Items

President Vazquez mentioned Trustee Sugarman had previously stated holding a discussion on hiring a Public Information Officer. There was no second on this topic.

President Vazquez adjourned the Regular meeting on May 12, 2020, at 10:09 p.m.

DELAC Repot:

Good evening President Vazquez, School Board Members, Executive Cabinet, and Superintendent Dr. Pletka.

The DELAC committee would like to thank the Fullerton School District for their continued support for our English Learner population during this time of school closures. The parents of our English Learners are glad that students will have extended Learning opportunities through the Extended Play Summer program and EL JumpstART. Another big area of need for our student population is Mental Health. Additionally, we look forward to receiving more information about how English Learner students will be supported at the beginning of the school year. I would like to end by thanking Yolanda McComb for her support of the Dual Language Program at Raymond. She has been a very important part of the success of the program. Congratulations on her retirement.

Thank you for your support of our English Learners and the DELAC committee.

Sincerely,

Egleth Nuncci
DELAC President

PTA Report:

Good evening everyone! We again hope that everyone is doing well, staying safe and healthy, and maybe even enjoying our summer like weather! Fullerton council PTA is continuing to help all of our units navigate through zoom elections and meetings, and help find creative ways to wrap up the year with some fun and positivity. Many of our schools did fantastic jobs with their Teacher Appreciation celebrations virtually. We all wish we could do more to express our sincere gratitude for everything the teachers are doing for distance learning. FSD teachers ROCK!

We are all anxiously waiting to hear how the 2020/21 school year will look for our students and how PTA can help! We know that things will be different, but also know that together we will do everything we can to ensure that the start of the new year, however that may look, will be a smooth transition.

All of us at Fullerton council want to thank everyone at FSD for everything you have done and are continuing to do for our students and families!!

Warmest wishes,
Wendy Reid, Christy Carter and the entire Fullerton council board

FETA Report:

Good evening President Vazquez, Board of Trustees, Superintendent Pletka, and Cabinet,

I hope you are all well and staying safe. I would like to report that our teachers have done an incredible job in transitioning to "Distance Learning." Like true professionals, teachers moved from the status quo to virtual classrooms in literally days while juggling uncertainty and upheaval in their own lives. As we enter week 7 of Distance Learning, most teachers have hit a rhythm of new ways of teaching and following up with our students and parents. Many of our SPED teachers have been working 12-14 hour days to keep up with services and Zoom IEP meetings. This experiment of virtual learning has proven that we can, overall, deliver instruction and connect to students and parents. It is not, however, ideal and disproportionately affects our students, families, and our FSD teachers. I would like to thank the board for reaching out FETA and offering words of encouragement and support. Additionally, I would like to thank Dr. Pletka, Dr. Hammitt, and the entire cabinet for your responsiveness to teacher concerns and special

situations that this closure has caused. In true PAL fashion, teachers of every level and department were invited to participate in a Back to School Options Committee this morning. The task in planning a variety of scenarios of how school may reopen is extremely complex, and imperfect. Teachers are preoccupied and worried about what to expect as we move into summer. As FETA president, many questions come to me. Will it be safe for students to return? Will it be safe for teachers to return? How will we implement social distancing and sanitize our rooms? What if teachers are a part of a vulnerable group? How will they be kept safe while still wanting to help and be productive? How will SPED teachers teach within safety guidelines and is it even possible? So many questions...the list goes on and on. We hope to collaboratively answer these questions as well as provide options to parents and teachers who may not be able or feel comfortable returning to school in the Fall.

I am also pleased to report that our Jr. High Think Tank team continues to meet and discuss Social Emotional Learning possibilities with Dr. Hammitt and Dr. Lee to provide more accountability, mental health services, and mentorship to our Jr. High students. We continue to define and drill down on roles and responsibilities for three Student Support Mentors, additional Mental Health Therapists, and a Lead Counselor to better assist and connect our students with support and attention. Though we saw the need for this before the closure, we believe that SEL support will be in even greater need as we transition back to school in the Fall.

On a personal note, and on behalf of Raymond school, I would like to publicly thank our principal, Yolanda McComb for her 30+ years of service, leading our school for the past 14 + years, and congratulate her on her upcoming, well deserved retirement! Running a school is running a small community, and it is often a thankless, lonely job. It often appears impossible! Thank you Yolanda McComb for keeping Raymond running smoothly and transitioning Raymond to a successful DLA school as well.

In the closing weeks, many sites across the district are trying to modify their year-end traditions and events to the best of their ability. Raymond 6th grade, for example, will be having a grade level Year End Zoom Celebration, Tuesday, May 26th and a 6th Grade Drive-Through Promotion, on Thursday May 28th to distribute Promotion Certificates, yearbooks, and provide a last good-bye and photo (all at a safe distance) before they move on to Jr. High. Sites all across the district are arranging special and safe, or Zoom farewells.

From me personally, I would like to thank our teachers for the exceptional job they continue to do and to you for all you are doing to help us while providing flexibility and options to our wonderful FSD teachers!

With much gratitude, Mark
Jacobs President, FETA
Raymond 6th Grade Teacher

CSEA Report:

JoAnne Declaro, CSEA Treasurer
May 12, 2020

Good evening Dr. Pletka, President Vazquez, Members of the Board and Cabinet. Thank you Carmen Serna for speaking on behalf of CSEA:

Towards the end of the school year, we focus on thanksgiving. We take time to recognize and appreciate all our teachers, classified staff, nurses, secretaries and bus drivers. It does take the entire village to serve the children of Fullerton and we appreciate all the contributions towards FSD's success. Our Purchasing Department teamed up with the City of Fullerton and the Chamber of Commerce to find several local restaurants like JP23 that are donating to assist our Nutrition Services in feeding our students. We have even borrowed a food truck from Anaheim Union to help aid us in distributing breakfast and lunches at 9 schools. At 8 additional schools, we are now distributing breakfast, lunch and supper. I know our combined efforts are making a huge impact for struggling families.

As we approach the end of the school year, work for our classified staff starts to rev up. Along with planning for the supplies and Professional Protective Equipment needed to complete this school year, we also start ordering for next year and our extended school year. Every order made requires many hands for completion. Office staff, supervisors, purchasing, warehouse, drivers, custodians, accounting, and the Superintendent's office staff all do their part to complete each order. Every hand contributes a link in the chain that connects us all to the children we serve. Every hand is important and vital to our success. Thank you everyone; FSD is the vehicle through which we can all make a difference.

As the work continues, we keep striving to innovate and reach new heights. Payroll will soon be rolling out electronic timesheets that will be available to staff through the district website. The website itself changes every week increasing resources and tools for students, parents and staff. With schools closed, the post office stopped delivering mail, so transportation took on the responsibility of pick up and distribution. Everyone is being flexible and lending a hand to fill every need. It is during trying times like these where we see our true colors and reveal our genuine intentions. I am deeply grateful for all our staff and community partners. We all continue to prove that everything we do, we do for the kids.

Thank you.

FESMA Board Report

Presented by Robin Gilligan,
FESMA President

Good evening Board President Vazquez, Board Members, Dr. Pletka and Cabinet.

On behalf of FESMA, I would like to extend gratitude and appreciation for our management team members who are working alongside our esteemed certificated and classified staff to continue learning for our students. Together we have grown to see schooling in a new way and through a new model. It is truly amazing to see the hard work and dedication of our FSD staff come together and find balance and flow in our profession.

As our school year is coming to a close, we are looking around the corner and down the road to envision the potential future and how we can prepare. There will be many more days of preparation ahead of us and this preparation will be achieved through collaboration, flexibility and empathy.

In closing, I would like to honor our management leaders that will be moving on in retirement or to new adventures. Their years of service to our schools, community and district will be forever etched in our hearts and leave a legacy that will never be forgotten.

Thank you.

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Tuesday, June 02, 2020
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 3:38 p.m. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez (via Zoom Teleconference)

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julienne Lee (via in-person)

Recess to Closed Session – Agenda

At 3:39 p.m., the Board recessed to Closed Session for • Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]: Appointment of Principal, Raymond School.

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Vasquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:12 p.m. and Trustee Thakur led the pledge of allegiance. President Vazquez stated that in Closed Session, the Board discussed and approved Cristina Centeno as the new Principal at Raymond School. In open session, roll call was taken by President Vazquez and approved 5-0 to appoint Mrs. Centeno as the new Principal at Raymond School.

Public Comments

Carmen Serna, Executive Assistant to the Superintendent, read all public comments received via email. *Please reference public comments at the bottom of the Board Minutes.*

Consent Items

1a. Approve/Ratify Certificated Personnel Report.

Consent Item #1a was approved in Closed Session 5-0.

COVID-19 Update:

Dr. Robert Pletka, Superintendent, stated the District has been discussing and preparing for the start of the 2020/2021 school year. The District's priority is to plan for students to return to an environment that is safe, thoughtful and loving and where kids come "first". The Fullerton school District is awaiting further guidance or directive from the CA governor and/or California Department of Education. The District is prepared to welcome students five days a week and address social distancing recommendations.

Julienne Lee, Assistant Superintendent of Educational Services, presented on the Back to School Models including:

FSD 360: Full Day (Five Days): Students who will be physically attending school five days a week. (*Dependent on Governor's guidelines and Ed Code Waivers; students are with their assigned teacher 50% of the week; students will participate in extended learning opportunities for 50% of the week such as All the Arts/Art Bus, PE/Outdoor Activities, Social Emotional Learning lessons and Activities*).

FSD 260 Hybrid (Alternating Days): Students who will be physically attending two days of the week and alternating short-days; two days with alternating short-days on Distance Learning at home.

Independent Study Distance Learning (Enrolled at own site): Students who temporarily will not be physically attending school (enrolled current site.)

myFSD Academy (Virtual): Students who will not be physically attending school.

Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support, presented on Daily Temperature Screening and Audio Amplification for staff, and District Survey Data. The District provided a parent survey and 8,256 parents responded and the results were as follows: 49.7% prefer a full day school model, 30.5% prefer a Hybrid school model and 19.8% prefer a Distance Learning school model (Survey results are Districtwide). Site survey results are also available but were not discussed.

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, presented on the key components of school preparation (cleaning, disinfecting, sanitizing, social distancing, limit gathering and group sizes, and physical structures).

Dr. Rob Coghlan, Assistant Superintendent of Business Services, presented a budget update including a change in projected revenue for 2020-2021 that includes \$11,697,539. Dr. Coghlan spoke about potential cost-saving solutions for the District including reduction in travel expenditures, reduce District office budgets, reduction in utility costs, explore early retirement incentive, non-hire of temporary teachers as needed, and open positions require Cabinet approval before re-filling the position.

President Vazquez stated African-Americans are more adversely being affected by COVID-19 compared to other races. She held a moment of silence in memory of Ahmaud Arbery and George Floyd who recently passed.

Board Member Request(s) for Information and/or Possible Future Agenda Items

President Vazquez stated she added two Resolutions to the June 9, 2020, Regular Board Agenda:

- Resolution in Support: School and Local Communities Funding Act of 2020
- Resolution proclaiming Black Lives Matter

Trustee Thakur made a motion, seconded by Trustee Sugarman, to add the following topics to the June 9, 2020, Regular Board Agenda:

- Letter to the Community Regarding National Events Affecting the Community
- Letter of Appreciation to Local Control and Accountability Plan (LCAP) Committee.

Trustee Berryman stated she would like the Board to discuss protocol regarding Resolutions presented and brought to the Board for approval. The Board discussed having a future Special Board Meeting to discuss Board protocol, communication between the Board, Resolutions, Board self-reflection, and involvement from the Board as it relates to LCAP. Trustee Meyer expressed her concern regarding communication and cohesiveness between the Board. Trustee Meyer stated the Resolutions stated above were not communicated to the entire Board and in the future it is a good idea to allow the Board time to review proposed Resolutions prior to their approval.

Adjournment:

President Vazquez adjourned the Special meeting on June 02, 2020, at 6:42 p.m.

Clerk/Secretary, Board of Trustees

Public Comment Number 1:

It is important to point out that the CDC's Interim Guidance for Schools and Day Camps lists the following:

Promote healthy hygiene practices

- Teach and reinforce washing hands and covering coughs and sneezes among children and staff.

This is listed before mask wearing and states, "Face coverings should be worn by staff and encouraged in students (particularly older students) if feasible and are most essential in times when physical distancing is difficult...[document goes on to list examples of instances where masks are actually not recommended]"

Intensify cleaning, disinfection, and ventilation

- Clean and disinfect frequently touched surfaces within the school and on school buses at least daily as well as shared objects between uses.

It appears that hand washing provides little latitude, whereas mask wearing offers a lot of latitude being at most "encouraged" "if feasible." Hand washing and disinfecting are rooted in documented scientific research, and parents will also agree that hand washing is extremely important to prevent bringing pathogens into the classroom. Teachers can adjust to allowing 15 minutes for 30 children to wash hands. Providing hand sanitizer for classrooms without a sink is a practical solution for keeping classrooms safe.

The CDC has no evidence to support that social distancing works and mask wearing continues to be debatable with many instances where mask wearing can be problematic for children's health, safety, and developmental well being. I urge schools to train school staff stop any taunting, discrimination and shaming regarding children wearing or not wearing masks.

I applaud Placentia Yorba district for choosing to open in a traditional fashion, emphasizing hand washing and disinfecting. This is improving the school environment in a way that is developmentally appropriate, has a positive impact on environment as the third teacher, and it is a decision that can carry over post covid as a way to keep children safe at school. I urge Fullerton School District to do the same.

Sincerely,

Darlene Alquiza,

BS in Child and Adolescent Development specializing in Research Methodology and Multiple Subject Teaching,
MA in Human Development specializing in Early Childhood Education.

Public Comment Number 2:

As you move forward on deciding what plan to adopt for the Fall, I would like to thank the district for including more than 30 teachers on the Back To School Committee. Their ideas and concerns were addressed regarding the details of returning in the Fall and assisted us in making our recommendation. We understand the challenges that the return will bring in keeping not only our students safe but also recognizing that many of our teachers remain in vulnerable categories. Many teachers are very anxious about returning to work in the Fall. FETA reiterates the need to provide vulnerable teachers safe options in order to return to work while not exposing them to undue risk. This may mean providing these teachers remote work options or special accommodations until reasonable safety can be ensured. Please keep in mind that additional planning and accommodations specific to the unique work and program requirements for SPED and Preschool teachers will be needed. Distance Learning has placed undue hardships on SPED teachers with even more burdensome paperwork, additional Zoom requirements for parents and students which is creating unsustainable 12-15 hour days. Looking towards the fall, social distancing and safety measures for mild, mod, & sev. SPED students and teachers pose real concerns are not yet addressed.

We also realize our budget is impacted due to the State Budget cuts mentioned in the May Revise, however that does not negate the need to prepare and provide for additional mental health and Social Emotional Learning resources. As we return next fall, more, not fewer, students will be needing counseling, empathy, accountability, and care.

Thank you,

Mark Jacobs

President, FETA

Raymond 6th Grade Teacher

Public Comment Number 3:

Hello to all of our FSD friends!

First off, all of us at Fullerton council would like to say a big THANK YOU to FSD teachers, admin, and staff for all of your hard work in finishing the year with distance learning. We know that it was a difficult task, but you handled these last 3 months so well! Thank you for the constant communication and updates, serving meals, updating and repairing iPads, and even providing a little fun along the way. Our sincerest thanks!

We now have some fun news to share! As you know, one of PTA's biggest programs for all students grades K-12, is our art reflections program. The program starts at the beginning of the school year, and continues on until spring. This year was a terrific year for California students, but especially for Fullerton students! We had several students who advanced to the district level (the Orange county level), a couple that moved on to the state level, and one student who advanced to the national level! CA PTA had 12 national awards including 1 Outstanding Interpretation Award, 6 Awards of Excellence, and 5 Awards of Merit. It is our sincere honor to announce that Jasmine Lee, 6th grader from Laguna Rd. was awarded the Outstanding Interpretation award in dance choreography at the California state level, and then moved on to the national level and was awarded the National PTA Award of Excellence! Congratulations Jasmine! We are so very proud of her.

We will be recognizing Jasmine in some fun way, so please make sure you are following our Fullerton Council PTA facebook page.

As we wrap up the 2019/2020 school year, we are feeling thankful for the time and work we spent together, and are looking forward to the beginning of the new school year. We hope you all stay safe, healthy, happy, and well. Enjoy some much needed downtime and maybe even a little "normal" summer fun! We look forward to seeing everyone soon.

Our warmest wishes,

Wendy Reid, Christy Carter, and the entire FC PTA board

Public Comment Number 4:

Board Members, I know you're receiving a COVID update this afternoon and i want to encourage you to support a move back to normal as soon as is possible. The three options that are being created are workable but not ideal. For our family, we're confident in the safety of our kids and want them in a campus environment where they're learning 5 days a week. With the current 5 day on campus option, it is important to us that the outdoor days are educational, not simply child care. We ask you to be as strategic and creative as possible in your planning for the fall.

We love our district and our school site and are looking forward to the fall.

Jennifer and Sean Fitzgerald
2125 Loma Verde Drive
Fullerton, CA 92833

Placentia YL School District attachment referenced for Public Comment No. 1:

May 29, 2020

Dear PYLUSD Community,

I hope you are safe and well. The disruption to all of our lives caused by the COVID-19 health crisis has been profound, and I know you are seeking clarity on the Placentia-Yorba Linda Unified School District's (PYLUSD) plan for re-opening. With that in mind, I write to share with you our plan for teaching and learning in Fall 2020.

First and most importantly: ***We are planning to reopen our schools as normal in the fall for students and staff who can safely return.*** Below, I outline the adaptable plan that will enable PYLUSD to respond to health scenarios without compromising the education of our students. Please be mindful that there are ***three months before school is scheduled to reopen in September.*** So much can change in that time and we are hopeful the changes will only improve our opportunities to return to school as normal.

Public health recommendations are being incrementally relaxed. We continue to monitor Orange County restrictions as these vary from county to county. The District's academic model for Fall 2020 outlined below utilizes the lessons learned and structures now in place for remote learning or blended learning models should they ever be necessary again for daily instruction, as well as our plan to return to school as normal.

Adaptable Plan

Because there is no way to precisely predict how the COVID-19 pandemic will impact each member of the community, our return plan can accommodate the needs of individual students and scale the need for remote learning up or down as necessary.

Below are the three phases the Governor has identified and how they may impact our ability to return to work and learn at each phase.

If we are in Phase 3: Students are back to school in a traditional manner with wellness practices firmly reinforced.

School opens September 1, 2020 in a traditional fashion with all safety precautions addressed.

The following safeguards will be in place:

- Return to in-class instruction with all students
- Special Education supports return according to IEPs
- Classroom seating returns to individual student desks (no flexible seating)
- Lunch and break/recess return to normal with staggered schedules as needed to encourage appropriate spacing
- Outdoor play equipment cleaned each evening along with all classrooms
- Co-curricular activities return as appropriate
- Elimination of field trips/extended field trips for the first semester and possibly entire year as warranted (until California moves to phase 4)
- Hand washing/sanitizing required after breaks, before lunch, and when returning to class
- Symptom checking at home before school each day by parents/guardians
- Students/staff encouraged to remain home if sick

Although we are planning for school to open as usual, we are also preparing for any unexpected changes such as a return to phase 1 or 2.

If we are in Phase 2 the need for a more restrictive environment is possible. Although we hope this will not be necessary, we are preparing for scenarios where students attend school utilizing a 50% attendance model with Blended In-person and Remote Learning in place due to social distancing requirements. (We are also preparing for a 33% attendance model which will be shared if needed.)

- Students assigned to a teacher(s) as normal
- Classes divided into Cohort A or B
- Cohorts attend in-class and at home on alternating days
- Cohorts not in the class participate online using a learning management system inclusive of live and recorded lessons to keep instruction moving forward
- Break/Recess and lunch staggered to allow students to eat safely outdoors or in small groups with appropriate social distancing
- Outdoor play equipment cleaned each evening along with all classrooms

If we were to return to Phase 1: Online learning only, shelter in place requirements reinstated.

- Full online learning curriculum would be implemented at all grade levels
- Schools would remain closed and all one-on-one/small group instruction would be done virtually
- Grading would continue and student attendance would be monitored

However, there will be families that are not comfortable returning to school during any of the above listed phases. For these families, the following options will be available all year:

- **PK-12 Homeschooling Through Parkview School:** Homeschool opportunity where parents serve as the instructor with support from a PYLUSD teacher who sets up learning schedules with virtual and in-school opportunities provided weekly or monthly
- **7-12 Independent Study:** Independent study opportunity providing the flexibility of instruction guided by PYLUSD teachers and supported with daily, weekly, or monthly check-ins virtually or in-person
- **K-12 PYLUSD Online Learning Academy:** Online learning opportunity with virtual or in-class weekly meetings with credentialed teachers

Shared Responsibility

We are all in this together, and our commitment to each other as members of the PYLUSD community has never been more important. Students, parents, teachers, and staff will explore the best way for us to work together safely. Before returning to school in the fall, all parents will be required to sign a "Commitment to Shared Responsibility." This agreement will outline the required health and safety protocols and behavioral expectations for all including a corresponding waiver.

- **Health Screening and Monitoring:** Prior to arriving at school, all students, volunteers, teachers, and staff will be required to take their own temperature each day. The expectation is that anyone who is sick will remain home for their protection and the wellbeing of others.

Preserving PYLUSD Values Amid Change

Our most immediate concern is for the health and safety of our students, teachers, staff, and community, which informs all of these changes. However, we are also cognizant of preserving those elements of a PYLUSD education that are distinct and exceptional. With this plan, we are building a safe environment to do what we do best: work and learn together, on our school campuses, or through hybrid, homeschool, and independent study programs.

Keeping You Informed and Involved

We ask all parents to complete the [survey linked here](#) to provide input regarding the various options described above that will help us anticipate staffing needs for each scenario and adjustments as necessary. A separate survey regarding childcare and the pilot summer camp program we hope to open in July was sent out earlier this week. Thank you ahead of time for taking this survey and the childcare survey to help guide our staffing decisions.

We will continue to share new information as we get closer to the fall. Our strength and resilience today is a testament to the shared commitment teachers, staff, students, parents, and our community have demonstrated over the past few months. I know we all look forward to having a healthy and much deserved summer and returning in the fall to teaching and learning as we are accustomed.

Respectfully,

A handwritten signature in black ink that reads "Candy Plahy". The signature is written in a cursive, flowing style.

Dr. Candy Plahy
Deputy Superintendent
Placentia-Yorba Linda Unified School District

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, June 9, 2020
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following audio:

(301) 715-8592 or (312) 626 -6799 (toll charges may apply)
Webinar ID: 846 1403 5221
Password: 778883

Public comment may be submitted by email to publiccomment@myfsd.org on or before Tuesday, June 9, 2020 at 2:00 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

THIS MEETING WILL BE TAPE RECORDED

5:00 p.m.- Call to Order, Pledge of Allegiance

Public Comments

5:00 p.m.- Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Superintendent's Report

- Francine V. Article (reference attachment)

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address publiccomment@myfsd.org on or before Tuesday, June 9, 2020 at 2:00 pm and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

Approve Minutes

Regular Meeting May 12, 2020

Special Meeting June 2, 2020

Update on COVID-19

Dual Language Immersion Presentation

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22B005 through N22B007, N22C0073, N22D0360, N22E0361 through N22E0373, N22M0299 through N22M0308, N22R1120 through N22R1181, N22X0393, and N22Y0085 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220612 through 220646 for the 2019/2020 school year.

- 1e. Approve/Ratify warrants numbered 127778 through 128135 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14302 through 14341 for the 2019/2020 school year.
- 1g. Approve Memorandum of Understanding with Azusa Pacific (APU) for practicum placement and field experience effective July 1, 2020 through June 30, 2025.
- 1h. Approve contract with Venture Pacific Insurance to provide workers' compensation excess insurance coverage for 2020/2021.
- 1i. Approve/Ratify Classified Personnel Report.
- 1j. Approve Amendment to the Agreement between Fullerton School District and Advantage Communications for the Summer Enrichment Speech and Debate Program from June 29, 2020 through July 10, 2020.
- 1k. Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID Program at Ladera Vista Junior High School of the Arts and Nicolas Junior High School from July 1, 2020 to June 30, 2021.
- 1l. Approve Amendment to the Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year.
- 1m. Approve Agreement between Fullerton School District and Seesaw, to provide a platform for digital student portfolios and family communication at Pacific Drive School for the 2020/2021 school year.
- 1n. Approve/Ratify warrant numbered 1129 for the 2019/2020 school year.
- 1o. Approve/Ratify warrant numbered 1214 through 1215 for the 2019/2020 school year.
- 1p. Approve organizational memberships for 2020/2021.
- 1q. Approve piggyback between Fullerton School District and Driftwood Dairy, from Santa Ana Unified School District Food Service Agency piggybackable bid #09-19 for dairy and juice products for the 2020-2021 school year.
- 1r. Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following piggybackable Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2020-2021 school year.
- 1s. Approve piggyback between Fullerton School District and Sunrise Produce Company, from Riverside Unified School District piggybackable RFP No. 2017/18-12 for the category of Fresh and Processed Produce for the 2020-2021 school year.
- 1t. Approve request for proposal of contract between Fullerton School District and Gold Star Foods RFP No. 2019-04 for the distribution of frozen, refrigerated, processed commodity, snacks, and dry food products for the 2020/2021 school year.

1u. Renew agreement between Fullerton School District and Orange County Public Safety for security and alarm response services from July 1, 2020 through June 30, 2022.

1v. Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc., for the 2020/2021 school year.

1w. Approve Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2020 through June 30 2021.

1x. Approve agreement between Fullerton School District and Classcraft Studios, Inc., for the 2020/2021 school year.

1y. Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System, PowerSchool Learning, Powerschool SIS Enterprise Management Service and PowerSchool Enrollment Registration for 2020/2021 school year.

1z. Approve the use of California Multiple Award Schedules (CMAS) contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

1aa. Approve contract between the Fullerton School District and Resilient Communication, LLC, for consulting services for the 2020/2021 school year.

1bb. Approve one year agreement between Fullerton School District and Mosyle Corporation for the purchase of Mobile Management System for the District laptops and Apple TV's beginning July 15, 2020 through July 15, 2021.

1cc. Approve contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2020 through June 30, 2021 with automatic annual renewals.

1dd. Approve Contract with all City Management Services for the cost of Crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2020 through June 30, 2021.

Administrative Reports:

3a. "Sunshine" Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association.

3b. "Sunshine" Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

3c. "Sunshine" Fullerton Elementary Teachers Association's 2020/2021 Proposal to Negotiate with Fullerton School District.

3d. "Sunshine" California School Employees Association's (CSEA), Chapter 130, 2020/2021 Proposal to Negotiate with Fullerton School District.

Administrative Reports (continued):

3e. First Reading of New Board Policy

New:
Instruction
BP 6181 - Alternative Schools/Program of Choice

Discussion/Action Items:

2a. Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 Pandemic Response.

2b. Approve Master Lease Purchase Agreements #450-0020571-000 and #450-0020571-001 between Wells Fargo Vendor Financial Services, LLS and Fullerton School District to refresh the District's Student iPad VIP Program, District Office and various school sites to purchase iPads and/or Apple Computers beginning July 1, 2020 through June 30, 2025.

2c. Online Agenda software for Board Agendas and meetings.

2d. Virtual Board Meetings during COVID-19 (short-term).

2e. Board meeting distribution option beyond COVID-19 (long-term).

2f. Resolution #19/20-21 Proclaiming that Black Lives Matter.

2g. Resolution #19/20-22 in Support: Schools and Local Communities Funding Act of 2020.

2h. Letter to the community regarding National events affecting the community.

2i. Letter of Appreciation to Local Control and Accountability Plan (LCAP) committee.

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 23, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (714) 447-7405. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

Attachment

George Floyd Issue: Does It Matter to Kids Like us?

By Francine V.

Having just graduated from 8th grade, this month of June is the time I've been looking forward to so I could take a break from school. We teens have our own world. We are invested in our video games, social media, and hobbies. But, even in our world, the death of George Floyd and the issues of police brutality, racial discrimination, protests and rallies have flooded our daily feeds, including our video games. Even the players in Roblox are doing their version of online protests.

These issues made me sad. I wanted to do my part to support the calls for reform but I needed to get more information. So, I spoke to my parents and I also conducted a survey among my friends and teammates from Young Observers, and below are what I have gathered:

1. POLICE BRUTALITY

- We all agree that police brutality is absolutely wrong. The police who put his knee on George Floyd's neck until he died is an example of brutality. Life is precious because we only live once. Regardless of background, we should treat everyone with respect and compassion.
- In school, we have rules and those who disobey are punished. The leaders of the policemen should make sure that bad cops are really punished, not excused.
- Anyone who wants to become a police officer should have serious training in respecting the life of every person so that they would not get involved in senseless killing.

2. RACIAL DISCRIMINATION

- "In this day and age, we shouldn't have to worry about our race," one of my friends remarked. We all believe that discriminating others doesn't make sense because we are all equal. Anyone who discriminate feels superior and condescending towards others. We will be happier if we fill our hearts with respect and kindness for everyone.

3. VIOLENT RALLIES

- We believe that we can send our message for reform in a peaceful way. Violence has never been an effective solution to our problems. It only makes it worst.

4. LOOTING DURING RALLIES

- My friends think that some may do this for amusement or to take advantage of the opportunity but stores, especially the small businesses, did not do anything bad to deserve this. We are unhappy that looters may not even be true protesters.

5. BLACK LIVES MATTER

- One of my friends wrote in the survey, "We are all humans. Skin color doesn't matter as every color is beautiful." The black community are mostly affected by the way people look at skin color because history remembers them as descendants of slaves. They have been treated as second class citizens. We support this movement because it is time we stand together to rebuild communities that treat the black community with respect and kindness. "All Lives Matter" will not work until Black Lives Matter." We've heard many people chanted this during the protests and we agree.

The death of George Floyd has opened up our minds to serious problems in our country that need to be dealt with. When asked how we could support the protest and rallies in a safe and peaceful way, my friends responded with making donations to the campaign, signing petitions, posting message of support in social media and by applying in our own lives the lessons we have learned, like being kind and respectful to everyone regardless of race or skin color and if we choose to become police officers in the future, we need to make sure we really care deeply for the life of every person. As British entertainer Clara Amfo stated, "educate yourself and others, stand by us loudly, consistently, FOREVER."

Sincerely,

Francine V.

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects promotion(s), new hire(s), extra hour(s), stipend(s), resignation(s), retirement(s) and reassignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1047	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE nine (9) hours for certificated employee to check immunizations. Budget #0125554341-1201	6/5/20-8/5/20
1050	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1152	Beaver	Aaron	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to distribute yearbook. Budget #0130423109-1101	6/8/20
1069	Cardenas	Ariel	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1152	Chong	Christina	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to distribute yearbook. Budget #0130423109-1101	6/8/20
1087	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE seventy-five (75) hours for certificated employee to work Pre-school assessment and ESY. Budget #0112354341-1201	6/5/20-7/2/20
1083	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work ESY. Budget #0112354341-1201	6/5/20-7/2/20
1050	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1082	Delva	James	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety-nine (99) hours for certificated employee to work ESY. Budget #0112354341-1201	6/3/20-7/2/20
1078	Ferlin	Heidi	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1076	Frausto	Miguel	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1068	Girod	Jennfier	Sunset Lane	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1054	Haselton	Amie	Woodcrest	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1072	Hauser	Jannette	Orangethorpe	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1080	Huff	Melissa	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1070	Jahn	Amy	Sunset Lane	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1053	Langlas	Brianne	Orangethorpe	Speech	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1066	Leonard	John	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1051	Lind	Monica	Pacific Drive	Speech	Extra Hours	Approve contracted hourly rate NTE thirty-seven and a half (37.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1043	Ling	Phil	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE one hundred twenty-seven and a half (127.50) hours or seventeen days for certificated employee. Budget #0140955249-1901	3/16/20-05/29/20
1043	Mankiewicz	Matt	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE one hundred twenty-seven and a half (127.50) hours or seventeen days for certificated employee. Budget #0140955249-1901	3/16/20-05/29/20
1077	Martinez	Samantha	Orangethorpe	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1067	Melendrez	Genessis	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1152	Mizuno	Nancy	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to distribute yearbook. Budget #0130423109-1101	6/8/20
1052	Neissen	Larissa	Student Support	Speech	Extra Hours	Approve contracted hourly rate NTE thirty-seven and a half (37.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1075	Pendleton	Amy	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1050	Radar	Nancy	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1079	Stanley	Allison	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1084	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work ESY. Budget #0112354341-1201	6/5/20-7/2/20
1046	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours for certificated employee to plan and work Clerk meeting. Budget #0125554341-1201	6/5/20-8/5/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1050	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1074	Sylvester	Yvonne	Pacific Drive	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1073	Trotter	Lori	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1071	Trujillo	Jenny	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1043	Ungaro	Susan	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE one hundred twenty-seven and a half (127.50) hours or seventeen days for certificated employee. Budget #0140955249-1901	3/16/20-05/29/20
	Brandon	Julie			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Abney	Anthony			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Holm	Kristen			Extra Hours	Approve 3 extra days to positive work calendar	6/9/20
	Castillo	Kelly			Extra Hours	Approve 1 extra days to positive work calendar	6/9/20
	Diaz	Pablo			Extra Hours	Approve 10 extra days to positive work calendar	6/9/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Bennett	Deborah			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Nguyen	Lauren			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Mccormick	Rachel			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Wolf	Rochelle			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Frady	Ginger			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Gilligan	Robin			Extra Hours	Approve 5 extra days to positive work calendar	6/9/20
	Fonseca	Rossana			Extra Hours	Approve 8 extra days to positive work calendar	6/9/20
	Albano	Sue			Extra Hours	Approve 8 extra days to positive work calendar	6/9/20
	Chi	Sung			Extra Hours	Approve 11 extra days to positive work calendar	6/9/20
	Chong	Jason			Extra Hours	Approve 18 extra days to positive work calendar	6/9/20
	Ruiz	Frances			Extra Hours	Approve 3 extra days to positive work calendar	6/9/20
	Khalili	Sue			Extra Hours	Approve 3 extra days to positive work calendar	6/9/20
	Purnick	Katherine			Extra Hours	Approve 5 extra days to positive work calendar	6/9/20
	Kim	Ann			Extra Hours	Approve 5 extra days to positive work calendar	6/9/20
	Chittum	Kelsey	Student Support	Psychologist	New Hire	Class I, Step A	7/1/20
	DSouza-Brown	Jennifer	Ladera Vista	Resource	New Hire	Class IV, Step 4	8/7/20
	Hernandez	Yesenia	Raymond	Teacher	New Hire	Class IV, Step 3	8/7/20
	Mendoza	Marisa	Pacific Drive	Teacher	New Hire	Class II, Step 6	8/7/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Nakata	Lindsay	Student Support	Nurse	New Hire	Class IV, Step 11	8/7/20
	Nguyen	Ann	Student Support	Resource	New Hire	Class II, Step 2	8/7/20
	Sandoval	Brittney	Student Support	Psychologist	New Hire	Class I, Step B	7/1/20
	Stirton	Nadedja	Student Support	Psychologist	New Hire	Class I, Step G	7/1/20
	Vaca	Sarai	Raymond	Teacher	New Hire	Class IV, Step 5	8/7/20
	Ling	Phil	Educational Services	Program Specialist	Promotion	Class II, Step I	7/1/20
	Bennett	Deborah	Ladera Vista	Assistant Principal	Reassign	Reassignment from Orangethorpe to Ladera Vista	7/1/20
1138	Chi	Sung	Educational Services	Director II	Reassign	Sung Chi will be reassigned from Director I to Director II classification. Budget #0130252221-1300	7/1/20
1137	Chong	Jason	Educational Services	Program Coordinator	Reassign	Jason Chong will be reassigned from Program Specialist to Program Coordinator classification. Budget #0130252211-1900	7/1/20
	Gardner	Jody	Sunset Lane	Assistant Principal	Reassign	Reassignment to Sunset Lane full-time	7/1/20
	Guppy	Stephanie	Orangethorpe	Assistant Principal	Reassign	Reassignment from Fisler School to Orangethorpe	7/1/20
1129	Scott	Ann	Orangethorpe/Fisler	Teacher	Reassign	Reassignment from full-time at Fisler to .5 FTE at Fisler and .5 FTE at Orangethorpe	8/7/20
	Tao	Mitchell	Commonwealth/ Laguna	Teacher	Reassign	Reassignment from .5 FTE at Commonwealth only to .5 FTE at Commonwealth and .5 FTE at Laguna Road	8/7/20
	Greer	Margaret	Parks	Teacher	Resignation		5/29/20
	Smith	Orba	Parks	Resource	Retirement		5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1130	Ahn	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1058	Bojorquez	Susan	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1064	Branman	Christina	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1056	Breite	Jenna	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1169	Bustamante	Janette	Beechwood	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work Rtl Program during summer. Budget #0130411109-1101	6/1/20-6/26/20
1040	Campbell	Blair	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130411109-1101	06/01/20-08/05/20
1057	Cardenas	Ariel	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1169	Choi	Charles	Beechwood	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work Rtl Program during summer. Budget #0130411109-1101	6/1/20-6/26/20
1130	Choi	Charles	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1091	Chun	Jenny	Sunset Lane	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130427109-1101	6/1/20-08/05/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1130	Dellalonga	Sandra	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1130	Garcia	Cynthia	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1148	Hammel	Patricia	Educational Services	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work P.E. Independent Study. Budget #0110050100-1101	10/04/19-5/29/20
1187	Hancock	Emily	Fisler	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work Math Olympiad. Budget #0130430409-1901	10/01/20-03/01/20
1090	Konechy	Kristen	Sunset Lane	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130427109-1101	6/1/20-08/05/20
1089	Lim	Helena	Sunset Lane	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130427109-1101	6/1/20-08/05/20
1130	Michaels	Keely	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1040	Ritz	Michelle	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130411109-1101	06/01/20-08/05/20
1169	Ritz	Michelle	Beechwood	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work Rtl Program during summer. Budget #0130411109-1101	6/1/20-6/26/20
1130	Salazar	Daisy	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1148	Samuelson	Jon	Educational Services	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work P.E. Independent Study. Budget #0110050100-1101	10/04/19-5/29/20
1130	Shin	Grace	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1103	Sorenson	Daniela	Educational Services	Teacher	Stipend	Approve stipend of \$5,000 for certificated employee to work summer science online program for 8th graders. Budget #0141355239-1901	6/1/20-8/6/20
1130	Soto	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1149	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend PBIS training during summer. Names will be provided in August. Budget #0130417109-1101	6/1/20-8/6/20
1150	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$360 for certificated employee to attend 3 days of leadership training during summer. Budget #0130417109-1101	6/1/20-8/6/20
1149	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend PBIS training during summer. Names will be provided in August. Budget #0130417109-1101	6/1/20-8/6/20
1102	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to work extra during summer. Name to be provided in July. Budget #0138952101-1101	6/1/20-6/26/20
1151	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$360 for certificated employee to attend 3 days of SpEd training during summer. Names will be provided in August. Budget #0130417109-1101	6/1/20-8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1130	Tucker	Christi	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1187	Wang	April	Fisler	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work Math Olympiad. Budget #0130430409-1901	10/01/20-03/01/20
1130	Wingfield	Linda	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1063	Guerrero	Danielle	Laguna	Teacher	Transfer	Danielle Guerrero will be transferring from Valencia Park to Laguna effective 08/07/20. Budget #0110018101-1100	8/7/20
1101	Maehr	Jennifer	Richman	Teacher		Jennifer Maehr will be changing from part-time status to full-time status. Budget #0110025101-1100	8/7/20

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on June 9, 2020.

Clerk/Secretary

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: June 9, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Kroger	Community Partner	Monetary Donation	Donation for school	\$83.38
District Office Visual and Performing Arts Program	All the Arts for All the Kids Foundation	Community Partner	Monetary Donation	All the Arts for All the Kids program	\$11,733.50
District Office Visual and Performing Arts Program	Fern Drive PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,080.00
District Office Visual and Performing Arts Program	Golden Hill Education Foundation	Community Partner	Monetary Donation	All the Arts for All the Kids program	\$1,350.00
District Office Visual and Performing Arts Program	Rolling Hills PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,800.00
Fern Drive	Box Tops for Education	Community Partner	Monetary Donation	Teacher/Classroom supplies	\$53.20
Fern Drive	Fern Drive Foundation for Education & Techknowledgey	Community Partner	Monetary Donation	Robotics program	\$630.00
Fern Drive, Maple, Nicolas, Orangethorpe and Sunset	The Wilson W. Phelps Foundation	Community Partner	Monetary Donation	STEAM, Robotics and Science Program	\$93,769.00
Golden Hill	Golden Hill Education Foundation	Community Partner	Monetary Donation	6th Grade Play program	\$487.20
Hermosa Drive	Hermosa Drive PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,275.00
Laguna Road	Laguna Road School PTA	PTA	Monetary Donation	PTA Student Distribution	\$9,930.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner	Monetary Donation	5th Grade Boo Grams	\$2,181.75

Laguna Road	Your Cause, LLC	Community Partner	Monetary Donation	OSS Parent/Employer Donation	\$150.00
Richman	John & Belinda Gordillo	Community Partner	Monetary Donation	Kindergarten class donation	\$20.00
Rolling Hills	CustomInk LLC	Community Partner	Monetary Donation	Play fundraiser	\$343.58
Rolling Hills	Kroger	Community Partner	Monetary Donation	Supplies for students	\$39.21
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	Outdoor Science School	\$285.42
Superintendent's Office	Fullerton Education Foundation	Community Partner	Monetary Donation	COVID-19 Relief	\$2,800.00
Superintendent's Office	Joseph & Karen Kingston	Community Partner	Monetary Donation	COVID-19 Relief	\$100.00
Valencia Park	Jessica & Juan Cervantes	Staff	Physical Item	48 inch Vizio Smart TV with stand, cables, remote, and 3-D glasses	N/A
Woodcrest Elementary	Rotary Club of Fullerton	Community Partner	Monetary Donation	Books for students at home reading	\$1,500.00

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22B005 THROUGH N22B007, N22C0073, N22D0360, N22E0361 THROUGH N22E0373, N22M0299 THROUGH N22M0308, N22R1120 THROUGH N22R1181, N22X0393, AND N22Y0085 FOR THE 2019/2020 SCHOOL YEAR.

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22B005 through N22B007, N22C0073, N22D0360, N22E0361 through N22E0373, N22M0299 through N22M0308, N22R1120 through N22R1181, N22X0393, and N22Y0085 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22B0005	DISCOVERY EDUCATION INC	1,416,891.44	1,416,891.44	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22B0006	SIMPLE SOLUTIONS	5,731.50	5,731.50	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22B0007	MCGRAW HILL EDUCATION INC	28,336.74	28,336.74	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22C0073	ORANGE CNTY DEPARTMENT OF EDUC	269.38	269.38	0113054101 5210	Resource Specialist Program / Conferences and Meetings
N22D0360	KBI AND ASSOCIATES	745.30	745.30	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
N22E0361	JONES, LAURA	69.92	69.92	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
N22E0362	CORTEZ, DOLORES	41.00	41.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0363	ANDERSSON, ANNICA	33.60	33.60	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0364	STAVA, KYLE	24.20	24.20	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
N22E0365	HANCOCK, EMILY	25.00	25.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
N22E0366	ACOSTA, MARLEEN	37.66	20.89	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
			16.77	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0367	CLEMENTE, ROBYN	64.33	64.33	0130220261 4350	LCFF Suppl Parent Nicolas / Materials and Supplies Office
N22E0368	COLLINS, BETHANIE	1,221.51	1,221.51	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0369	SEIBERT, SANDRA	246.20	246.20	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0370	LOMELI, ANITA	22.63	22.63	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22E0371	NINOFRANCO, IVY	179.04	179.04	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0372	CHOUNG, EUN	538.75	538.75	0152258749 5885	Personnel Commission Discret / Classified Employees
N22E0373	FIGUEROA, EDNA	354.27	354.27	0152258749 5885	Personnel Commission Discret / Classified Employees
N22M0299	TOM'S PLUMBING SERVICE INC	2,975.00	2,975.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0300	MONTGOMERY HARDWARE COMPANY	4,748.59	4,748.59	0140955859 6200	Information Systems Facilities / Buildings and Improve of
N22M0301	ORANGE COUNTY PUBLIC SAFETY	9,216.00	9,216.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
N22M0302	STATE ARCHITECT, DIVISION OF T	1,125.00	1,125.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0303	NEW DIMENSIONS GENERAL CONSTRU	38,846.78	38,846.78	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0304	CALIFORNIA STEEPLEJACK	6,759.00	6,759.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0305	NEW DIMENSIONS GENERAL CONSTRU	35,344.95	35,344.95	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0306	ARCHITECTURE 9 PLLLP	1,200.00	1,200.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0307	TOM'S PLUMBING SERVICE INC	2,300.00	2,300.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0308	ENKO SYSTEMS INC	365.32	365.32	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R1120	RIVERSIDE INSIGHTS	5,331.77	5,331.77	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
N22R1121	COCHLEAR AMERICAS	440.61	440.61	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R1122	CDW.G	4,900.00	4,900.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1165	PBIS REWARDS	1,327.50	1,327.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R1167	MARCIA BRENNER ASSOCIATE LLC	4,567.50	4,567.50	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1168	ARTISTIC BY D AND G INC.	1,732.50	1,732.50	0151055339 4310	Child Welfare and AttendanceDC / Materials and Supplies
N22R1169	AMAZON.COM	1,005.84	1,005.84	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R1170	AMAZON.COM	38.24	38.24	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1171	APPLE COMPUTER INC	170.25	170.25	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoco
N22R1172	AMAZON.COM	198.24	198.24	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
N22R1173	KAJEET INC	2,661.45	2,661.45	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22R1174	N2Y	8,317.65	8,317.65	0100000000 9330	Unrestricted / Prepaid Expenditures
N22R1175	RUG-ED PRODUCTS INC	11,852.50	11,852.50	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22R1176	DIAZ, BRISA ILLIANA	2,100.00	2,100.00	0154350109 5805	COVID 19 Instruction / Consultants
N22R1177	MITINET INC	4,150.00	4,150.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1178	PROMELI VIDEOWORKS	2,500.00	2,500.00	0154350109 5805	COVID 19 Instruction / Consultants
N22R1179	SOUTHWEST SCHOOL AND OFFICE SU	161,086.25	161,086.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1180	CLASS CREATOR	600.00	600.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1181	CC-PURCHASING	4,881.05	4,881.05	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1182	AMAZON.COM	150.10	150.10	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22R1183	APPLE COMPUTER INC	9,623.55	9,623.55	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1184	GLASBY MAINTENANCE SUPPLY COMP	16,162.50	16,162.50	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1185	RUG-ED PRODUCTS INC	775.80	775.80	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1186	QUADIANT INC	224.70	224.70	0152950729 5630	Districtwide Expenditures / Rents and Leases
N22R1187	AMAZON.COM	27.96	27.96	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R1188	SUPPLY MASTER	219.81	219.81	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1189	AMAZON.COM	326.70	326.70	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R1190	COOLE SCHOOL INC	1,019.54	1,019.54	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R1191	GLASBY MAINTENANCE SUPPLY COMP	4,525.50	4,525.50	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1192	AMPLIFY EDUCATION INC	750.00	750.00	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R1193	GLASBY MAINTENANCE SUPPLY COMP	49.03	49.03	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1194	MCGRAW HILL EDUCATION INC	7,188.00	7,188.00	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22R1195	GOPHER SPORT	275.88	275.88	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R1197	BOOKSOURCE, THE	5,449.19	5,449.19	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22R1198	COMPLETE BUSINESS SYSTEMS	389.41	389.41	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R1199	GLASBY MAINTENANCE SUPPLY COMP	15,184.13	15,184.13	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1200	SUPPLY MASTER	693.05	693.05	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1201	ROCHESTER 100 INC	989.68	989.68	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22V0152	ADORAMA INC	3,552.52	3,552.52	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0153	GLASBY MAINTENANCE SUPPLY COMP	4,308.92	4,308.92	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
N22V0154	CDW.G	1,006.21	1,006.21	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0155	GLASBY MAINTENANCE SUPPLY COMP	1,917.95	1,917.95	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
N22X0392	HOONUIT I LLC	8,424.00	8,424.00	2567150859 5805	Facilities Improvement Central / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0393	SOUTHWEST SCHOOL AND OFFICE SU	1,200.00	1,200.00	0112354101 4310	Extended Year Severe Instr / Materials and Supplies Instr
N22Y0085	JONES SR, JOHN P	10,000.00	10,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
	Fund 01 Total:	1,861,543.59			
	Fund 12 Total:	41.00			
	Fund 25 Total:	8,424.00			
	Total Amount of Purchase Orders:	1,870,008.59			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0097	DESIGN WORKS, THE	1,820.00	+270.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	26,000.00	+6,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
N22M0272	ARCHITECTURE 9 PLLLP	25,400.00	+8,300.00	8152451741 5805	Property and Liability / Consultants
N22R1065	CHEFS TOYS ADVANTAGE	1,484.27	-13.46	0160690371 4350	Food Services / Materials and Supplies Office
N22R1114	STAPLES ADVANTAGE	302.24	+120.90	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22S0021	COSTCO WHOLESALE	1,514.33	+1,514.33	0100000000 9320	Unrestricted / Stores
N22V0148	CULVER NEWLIN INC	64,138.09	-344.69	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			+344.70	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
N22X0072	ATKINSON ANDELSON LOYA RUDD RO	25,000.00	+15,000.00	0153750799 5825	Business Administration DC / Legal Assistance
N22X0134	SPICERS PAPER	50,000.00	+16,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0143	KELLY PAPER STORES	2,000.00	-16,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0162	VERIZON WIRELESS	26,600.00	+5,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
			+600.00	0154350799 5900	COVID 19 EMERGENCY / Communications
N22X0200	VERIZON WIRELESS	6,500.00	+1,500.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications
N22X0291	ALLIED INTERPRETING SERVICES I	30,000.00	+10,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0336	THERAPYTRAVELERS	65,140.45	+15,140.45	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0379	PASSARO PH.D., PERRY D	9,075.00	+3,300.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22Y0002	A-Z BUS SALES	24,000.00	+2,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0004	ARAMARK UNIFORM SERVICE	4,900.00	+400.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
N22Z0016	GANAHL LUMBER	15,500.00	+5,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0037	PLUMBING AND INDUSTRIAL SUPPLY	42,000.00	+7,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
N22Z0070	VERIZON WIRELESS	20,900.00	+3,200.00	0153353819 5900	Plant Maintenance DC / Communications
			+700.00	0154350799 5900	COVID 19 EMERGENCY / Communications

Fund 01 Total: 77,732.23

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0280	SKC COMPANY		17,100.00	8152451741 5899	Property and Liability / Other Expenses
		17,100.00			
N22M0281	SKC COMPANY		90,000.00	8152451741 5899	Property and Liability / Other Expenses
		90,000.00			
N22R0049	CALIFORNIA SCHOOL BOARDS ASSOC		925.00	0152055779 5310	Education Services Discret / Dues and Memberships
			925.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			925.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			925.00	0153750799 5310	Business Administration DC / Dues and Memberships
		3,700.00			
N22R0085	ACSA		2,000.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
		2,000.00			
N22R1119	NATIONAL JUNIOR HONOR SOCIETY		161.63	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
		161.63			
N22R1135	BRAILLE BOOK STORE		10.54	8152451741 4310	Property and Liability / Materials and Supplies Instr
		10.54			
N22V0085	GEARY PACIFIC SUPPLY		4,654.67	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than
		4,654.67			
		Fund 01 Total:	10,516.30		
		Fund 81 Total:	107,110.54		
		Total Amount of Purchase Orders:	117,626.84		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Fund 81 Total: 8,300.00

Total Amount of Change Orders: 86,032.23

Addendum To:

Purchase Orders Report

Board of Trustees Meeting 6/09/2020

The following Purchase Order was cancelled out of sequence and will appear in next reporting period's Cancelled Orders:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R1166	Amazon	\$446.45	\$446.45	01121541014310	Special Day Class MS Instr

The following Purchase Orders were cancelled out of sequence and do not appear in Cancelled Orders:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R1196	Apple	\$326.17	\$326.17	01121541014310	Special Day Class MS Instr

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220612 THROUGH 220646 FOR THE 2019/2020 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated April 24, 2020 through May 21, 2020 contains purchase orders numbered 220612 through 220646 for the 2019/2020 school year totaling \$342,822.49. Purchase order number 220635 was void.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220612 through 220646 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

5/26/2020 7:04:55 AM

Fullerton School District

Show all data where the Order Date is between 4/24/2020 and 5/21/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220624	4/30/2020	5/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2138	\$17,104.00	
80000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2035	\$16,280.00	
5000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$2,602.00	
1000	ea	16040	Choc Milk, NonFat 1/2 PT Eco	\$0.2135	\$213.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$36,199.50
Driftwood Dairy, Inc.	220625	4/30/2020	5/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2138	\$6,414.00	
30000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2035	\$6,105.00	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2780	\$1,390.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$13,909.00
					Vendor Total:	\$50,108.50
Gold Star Foods Inc.	220613	4/24/2020	4/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$414.00	
60	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,401.60	
65	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$2,760.55	
100	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$3,454.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$8,030.15
Gold Star Foods Inc.	220614	4/28/2020	4/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	cs	1	Diced Pears, 6/#10 GS#210244	\$36.0200	\$1,440.80	
40	cs	1	Diced Peaches, 6/#10 GS#36.01	\$36.0100	\$1,440.40	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,881.20
Gold Star Foods Inc.	220616	4/29/2020	5/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
35	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,288.70	
60	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$1,659.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,947.70
Gold Star Foods Inc.	220617	4/29/2020	5/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	Case	123	Garbanzo Bean (GS#209788)	\$19.1800	\$287.70	
					Sales Tax:	\$0.00
					P.O. Total:	\$287.70
Gold Star Foods Inc.	220618	4/29/2020	5/1/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,580.00

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Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		220619	4/29/2020	5/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,580.00
Gold Star Foods Inc.		220620	4/29/2020	5/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,580.00
Gold Star Foods Inc.		220621	4/29/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,580.00
Gold Star Foods Inc.		220630	5/1/2020	5/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
50	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,168.00		
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,070.00		
44	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$1,868.68		
80	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$2,763.20		
30	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$460.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$8,330.38
Gold Star Foods Inc.		220631	5/5/2020	5/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
35	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,288.70		
75	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,073.75		
65	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,691.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$6,053.45
Gold Star Foods Inc.		220634	5/8/2020	5/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$233.60		
60	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,484.00		
80	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$2,763.20		
70	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$2,972.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$8,453.70
Gold Star Foods Inc.		220636	5/11/2020	5/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
31	case	30015	CornDog,Chkn WGJumbo IW(D.Lee)GS#134372 72/cs	\$37.5300	\$1,163.43		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,163.43
Gold Star Foods Inc.		220638	5/13/2020	5/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$34.9900	\$139.96		
90	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,488.50		
70	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$2,577.40		

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Gold Star Foods Inc.		220638	5/13/2020	5/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						Sales Tax:	\$0.00
						P.O. Total:	\$5,205.86
Gold Star Foods Inc.		220639	5/13/2020	5/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	Cs	123	Tortillas, GS#203783 144 Ct	\$20.7800	\$20.78		
60	Cs	123	Hot Dogs, GS# 138511	\$38.6600	\$2,319.60		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,340.38
Gold Star Foods Inc.		220641	5/15/2020	5/19/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$690.80		
30	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$700.80		
25	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$15.8200	\$395.50		
25	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$920.50		
37	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$1,571.39		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,278.99
Gold Star Foods Inc.		220647	5/20/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,430.80		
28	case	30210	Grilled Cheese GS#406104 IW 72/case	\$41.8800	\$1,172.64		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,603.44
Gold Star Foods Inc.		220648	5/20/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,580.00
Vendor Total:							\$60,476.38
P & R Paper Supply Company, Inc.		220612	4/24/2020	4/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
7	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$40.6900	\$284.83		
31	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$582.80		
6	cs	81003	Bag *bunpan18x24 Elkay BOR1824HD 250/cs	\$10.1000	\$60.60		
						Sales Tax:	\$49.87
						P.O. Total:	\$978.10
P & R Paper Supply Company, Inc.		220623	4/30/2020	5/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs	\$16.2500	\$650.00		
						Sales Tax:	\$50.38
						P.O. Total:	\$700.38
P & R Paper Supply Company, Inc.		220642	5/18/2020	5/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs	\$10.1000	\$404.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220642	5/18/2020	5/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
						Sales Tax: \$31.31
						P.O. Total: \$435.31
P & R Paper Supply Company, Inc.	220644	5/21/2020	5/27/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
3	case	80032	Gloves, Vinyl Med. NET-754631 10/100 cs			\$17.6000 \$52.80
						Sales Tax: \$0.00
						P.O. Total: \$52.80
Vendor Total:						\$2,166.59
Form Plastics	220633	5/8/2020	5/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
30	case	86205	Tray Deep #5011158500 2400/case			\$95.3700 \$2,861.10
						Sales Tax: \$0.00
						P.O. Total: \$2,861.10
Form Plastics	220640	5/14/2020	5/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
50	case	86205	Tray Deep #5011158500 2400/case			\$95.3700 \$4,768.50
						Sales Tax: \$0.00
						P.O. Total: \$4,768.50
Vendor Total:						\$7,629.60
Action Sales	220615	4/29/2020	4/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
12	ea	GBD2114171	Fabric Food Carrier			\$56.9300 \$683.16
						Sales Tax: \$52.94
						P.O. Total: \$736.10
Vendor Total:						\$736.10
ProGuard Service and Solutions	220622	4/30/2020	5/13/2020	5/6/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
2	case	70037	Cleaner/Degreaser, Proclean 2/2.5 gal per case			\$56.2600 \$112.52
2	case	70023	Rinse Additive Low Temp 5gal #8000409			\$109.8400 \$219.68
1	ea	1	Multiple shipping charge			\$78.5000 \$78.50
						Sales Tax: \$31.83
						P.O. Total: \$442.53
ProGuard Service and Solutions	220629	5/1/2020	5/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	cs	1	Ecolab Chlorine Test Paper			\$1.0000 \$1.00
						Sales Tax: \$0.00
						P.O. Total: \$1.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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Vendor Total: \$443.53

Crown Lift Trucks

220637 5/12/2020 5/12/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Estimated Repair Electric Jack SN#7A119738	\$300.0000	\$300.00

Sales Tax: \$0.00

P.O. Total: \$300.00

Vendor Total: \$300.00

Subway 36125

220626 4/30/2020 6/30/2020

4710

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
370	ea	1	Inv.#2020-05-04-A/Orangethorpe, dtd 5/4/20	\$2.2500	\$832.50
290	ea	1	Inv.#2020-05-04-B/Raymond, dtd 5/4/20	\$2.2500	\$652.50
300	ea	1	Inv.#2020-05-04-C/Maple, dtd 5/4/20	\$2.2500	\$675.00
430	ea	1	Inv.#2020-05-05-A/Pacific Dr, dtd 5/5/20	\$2.2500	\$967.50
450	ea	1	Inv.#2020-05-06-B/Richman, dtd 5/5/20	\$2.2500	\$1,012.50
290	ea	1	Inv.#2020-05-06-A/Commonwealth, dtd 5/6/20	\$2.2500	\$652.50
360	ea	1	Inv.#2020-05-06-B/Valencia Pk, dtd 5/6/20	\$2.2500	\$810.00
320	ea	1	Inv.#2020-05-06-C/Woodcrest, dtd 5/6/20	\$2.2500	\$720.00
380	ea	1	Inv.#2020-05-07-A/Orangethorpe, dtd 5/7/20	\$2.2500	\$855.00
240	ea	1	Inv.#2020-05-07-B/Raymond, dtd 5/7/20	\$2.2500	\$540.00
270	ea	1	Inv.#2020-05-07-C/Maple, dtd 5/7/20	\$2.2500	\$607.50
400	ea	1	Inv.#2020-05-08-A/Pacific Dr, dtd 5/8/20	\$2.2500	\$900.00
420	ea	1	Inv.#2020-05-08-B/Richman, dtd 5/8/20	\$2.2500	\$945.00
350	ea	1	Inv.#2020-05-11-A/Orangethorpe, dtd 5/11/20	\$2.2500	\$787.50
230	ea	1	Inv.#2020-05-11-B/Raymond, dtd 5/11/20	\$2.2500	\$517.50
300	ea	1	Inv.#2020-05-11-C/Maple, dtd 5/11/20	\$2.2500	\$675.00
440	ea	1	Inv.#2020-05-12-A/Pacific Dr, dtd 5/12/20	\$2.2500	\$990.00
460	ea	1	Inv.#2020-05-12-B/Richman, dtd 5/12/20	\$2.2500	\$1,035.00
310	ea	1	Inv.#2020-05-13-A/Commonwealth, dtd 5/13/20	\$2.2500	\$697.50
330	ea	1	Inv.#2020-05-13-B/Valencia Pk, dtd 5/13/20	\$2.2500	\$742.50
290	ea	1	Inv.#2020-05-13-C/Woodcrest, dtd 5/13/20	\$2.2500	\$652.50
330	ea	1	Inv.#2020-05-14-A/Orangethorpe, dtd 5/14/20	\$2.2500	\$742.50
240	ea	1	Inv.#2020-05-14-B/Raymond, dtd 5/14/20	\$2.2500	\$540.00
250	ea	1	Inv.#2020-05-14-C/Maple, dtd 5/14/20	\$2.2500	\$562.50
410	ea	1	Inv.#2020-05-15-A/Pacific Dr, dtd 5/15/20	\$2.2500	\$922.50
420	ea	1	Inv.#2020-05-15-B/Richman, dtd 5/15/20	\$2.2500	\$945.00
330	ea	1	Inv.#2020-05-18-A/Orangethorpe, dtd 5/18/20	\$2.2500	\$742.50
380	ea	1	Inv.#2020-05-18-B/Raymond, dtd 5/18/20	\$2.2500	\$855.00
310	ea	1	Inv.#2020-05-18-C/Maple, dtd 5/18/20	\$2.2500	\$697.50
400	ea	1	Inv.#2020-05-19-A/Pacific Dr, dtd 5/19/20	\$2.2500	\$900.00
400	ea	1	Inv.#2020-05-19-B/Richman, dtd 5/19/20	\$2.2500	\$900.00
210	ea	1	Inv.#2020-05-20-A/Commonwealth, dtd 5/20/20	\$2.2500	\$472.50
330	ea	1	Inv.#2020-05-20-B/Valencia Pk, dtd 5/20/20	\$2.2500	\$742.50
280	ea	1	Inv.#2020-05-20-C/Woodcrest, dtd 5/20/20	\$2.2500	\$630.00

Sales Tax: \$0.00

P.O. Total: \$25,920.00

Vendor Total: \$25,920.00

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Positive Promotions, Inc.	220643	5/20/2020	5/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80	ea	1	Ashland Tobe Bag, #TB1838B	\$6.7900	\$543.20	
1	ea	1	Shipping charge	\$152.0900	\$152.09	
Sales Tax:						\$0.00
P.O. Total:						\$695.29
Vendor Total:						\$695.29
California Industrial	220632	5/6/2020	5/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	hr	1	Labor	\$125.0000	\$250.00	
1	ea	2	Service Charge	\$125.0000	\$125.00	
Sales Tax:						\$0.00
P.O. Total:						\$375.00
Vendor Total:						\$375.00
Les Amis Restaurant & Lounge	220627	4/30/2020	6/30/2020		4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
390	ea	1	Inv.#001029/Pacific Dr, dtd 5/4/20	\$2.0000	\$780.00	
570	ea	1	Inv.#001030/Richman, dtd 5/4/20	\$2.0000	\$1,140.00	
350	ea	1	Inv.#001031/Woodcrest, dtd 5/5/20	\$2.0000	\$700.00	
350	ea	1	Inv.#001032/Valencia Pk, dtd 5/5/20	\$2.0000	\$700.00	
270	ea	1	Inv.#001033/Commonwealth, dtd 5/5/20	\$2.0000	\$540.00	
340	ea	1	Inv.#001034/Orangethorpe, dtd 5/6/20	\$2.0000	\$680.00	
220	ea	1	Inv.#001035/Raymond, dtd 5/6/20	\$2.0000	\$440.00	
270	ea	1	Inv.#001036/Maple, dtd 5/6/20	\$2.0000	\$540.00	
390	ea	1	Inv.#001037/Richman, dtd 5/7/20	\$2.0000	\$780.00	
410	ea	1	Inv.#001038/Pacific Dr, dtd 5/7/20	\$2.0000	\$820.00	
290	ea	1	Inv.#001038/Woodcrest, dtd 5/8/20	\$2.0000	\$580.00	
340	ea	1	Inv.#001039/Valencia Dr, dtd 5/8/20	\$2.0000	\$680.00	
240	ea	1	Inv.#001040/Commonwealth, dtd 5/8/20	\$2.0000	\$480.00	
630	ea	1	Inv.#001041/Richman, dtd 5/11/20	\$2.0000	\$1,260.00	
430	ea	1	Inv.#001042/Pacific Dr, dtd 5/11/20	\$2.0000	\$860.00	
350	ea	1	Inv.#001043/Woodcrest, dtd 5/12/20	\$2.0000	\$700.00	
350	ea	1	Inv.#001044/Valencia Pk, dtd 5/12/20	\$2.0000	\$700.00	
290	ea	1	Inv.#001045/Commonwealth, dtd 5/12/20	\$2.0000	\$580.00	
340	ea	1	Inv.#001046/Orangethorpe, dtd 5/13/20	\$2.0000	\$680.00	
210	ea	1	Inv.#001047/Raymond, dtd 5/13/20	\$2.0000	\$420.00	
250	ea	1	Inv.#001048/Maple, dtd 5/13/20	\$2.0000	\$500.00	
370	ea	1	Inv.#001049/Pacific Dr, dtd 5/14/20	\$2.0000	\$740.00	
410	ea	1	Inv.#001050/Richman, dtd 5/14/20	\$2.0000	\$820.00	
250	ea	1	Inv.#001051/Woodcrest, dtd 5/15/20	\$2.0000	\$500.00	
310	ea	1	Inv.#001052/Valencia Pk, dtd 5/15/20	\$2.0000	\$620.00	
280	ea	1	Inv.#001053/Commonwealth, dtd 5/15/20	\$2.0000	\$560.00	
390	ea	1	Inv.#001054/Pacific Dr, dtd 5/18/20	\$2.0000	\$780.00	
600	ea	1	Inv.#001055/Richman, dtd 5/18/20	\$2.0000	\$1,200.00	
290	ea	1	Inv.#001056/Woodcrest, dtd 5/19/20	\$2.0000	\$580.00	
330	ea	1	Inv.#001057/Valencia Pk, dtd 5/19/20	\$2.0000	\$660.00	
240	ea	1	Inv.#001058/Commonwealth, dtd 5/19/20	\$2.0000	\$480.00	
400	ea	1	Inv.#001059/Orangethorpe, dtd 5/20/20	\$2.0000	\$800.00	
230	ea	1	Inv.#001060/Raymond, dtd 5/20/20	\$2.0000	\$460.00	

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Les Amis Restaurant & Lounge	220627	4/30/2020	6/30/2020		4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
250	ea	1	Inv.#001061/Maple, dtd 5/20/20	\$2.0000	\$500.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$23,260.00
					Vendor Total:	\$23,260.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
The Simple Greek	220628	4/30/2020	6/30/2020		4712	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
350	ea	1	Inv.#1/Woodcrest, dtd 5/4/20	\$2.0000	\$700.00	
350	ea	1	Inv.#2/Valencia Pk, dtd 5/4/20	\$2.0000	\$700.00	
270	ea	1	Inv.#3/Commonwealth, dtd 5/4/20	\$2.0000	\$540.00	
350	ea	1	Inv.#4/Orangethorpe, dtd 5/5/20	\$2.0000	\$700.00	
260	ea	1	Inv.#5/Raymond, dtd 5/5/20	\$2.0000	\$520.00	
250	ea	1	Inv.#6/Maple, dtd 5/5/20	\$2.0000	\$500.00	
400	ea	1	Inv.#7/Pacific Dr, dtd 5/6/20	\$2.0000	\$800.00	
440	ea	1	Inv.#8/Richman, dtd 5/6/20	\$2.0000	\$880.00	
290	ea	1	Inv.#9/Woodcrest, dtd 5/7/20	\$2.0000	\$580.00	
380	ea	1	Inv.#10/Valencia Pk, dtd 5/7/20	\$2.0000	\$760.00	
220	ea	1	Inv.#11/Commonwealth, dtd 5/7/20	\$2.0000	\$440.00	
370	ea	1	Inv.#12/Orangethorpe, dtd 5/8/20	\$2.0000	\$740.00	
250	ea	1	Inv.#13/Raymond, dtd 5/8/20	\$2.0000	\$500.00	
250	ea	1	Inv.#14/Maple, dtd 5/8/20	\$2.0000	\$500.00	
350	ea	1	Inv.#15/Woodcrest, dtd 5/11/20	\$2.0000	\$700.00	
340	ea	1	Inv.#16/Valencia Pk, dtd 5/11/20	\$2.0000	\$680.00	
270	ea	1	Inv.#17/Commonwealth, dtd 5/11/20	\$2.0000	\$540.00	
300	ea	1	Inv.#18/Maple, dtd 5/12/20	\$2.0000	\$600.00	
360	ea	1	Inv.#19/Orangethorpe, dtd 5/12/20	\$2.0000	\$720.00	
220	ea	1	Inv.#20/Raymond, dtd 5/12/20	\$2.0000	\$440.00	
400	ea	1	Inv.#21/Pacific Dr, dtd 5/13/20	\$2.0000	\$800.00	
410	ea	1	Inv.#22/Richman, dtd 5/13/20	\$2.0000	\$820.00	
340	ea	1	Inv.#24/Valencia Pk, dtd 5/14/20	\$2.0000	\$680.00	
230	ea	1	Inv.#25/Commonwealth, dtd 5/14/20	\$2.0000	\$460.00	
370	ea	1	Inv.#26/Orangethorpe, dtd 5/15/20	\$2.0000	\$740.00	
250	ea	1	Inv.#27/Raymond, dtd 5/15/20	\$2.0000	\$500.00	
250	ea	1	Inv.#28/Maple, dtd 5/15/20	\$2.0000	\$500.00	
370	ea	1	Inv.#23/Woodcrest, dtd 5/14/20	\$2.0000	\$740.00	
320	ea	1	Inv.#29/Woodcrest, dtd 5/18/20	\$2.0000	\$640.00	
350	ea	1	Inv.#30/Valencia Pk, dtd 5/18/20	\$2.0000	\$700.00	
230	ea	1	Inv.#31/Commonwealth, dtd 5/18/20	\$2.0000	\$460.00	
390	ea	1	Inv.#32/Orangethorpe, dtd 5/19/20	\$2.0000	\$780.00	
290	ea	1	Inv.#33/Raymond, dtd 5/19/20	\$2.0000	\$580.00	
240	ea	1	Inv.#34/Maple, dtd 5/19/20	\$2.0000	\$480.00	
390	ea	1	Inv.#35/Pacific Dr, dtd 5/20/20	\$2.0000	\$780.00	
420	ea	1	Inv.#36/Richman, dtd 5/20/20	\$2.0000	\$840.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$23,040.00
					Vendor Total:	\$23,040.00

GRAND TOTAL
(NET OF OPEN P.O.'S)

\$ 72,822.49

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 127778 THROUGH 128135 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 127778 through 128135 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$3,059,048.53
12	Child Development	\$24,386.66
25	Capital Facilities	\$119,372.13
68	Workers' Compensation	\$22,300.18
81	Property / Liability Insurance	\$60,499.84
Total		\$3,285,607.34

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$3,285,607.34 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 127778 through 128135 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14302 THROUGH 14341 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14302 through 14341 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$599,082.78, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14302 through 14341 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING WITH AZUSA PACIFIC UNIVERSITY (APU) FOR PRACTICUM PLACEMENT AND FIELD EXPERIENCE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2025**

Background: Azusa Pacific University (APU) is a fully accredited institution of higher education and long-time educational partner with the District. The current placement agreement with APU will expire on June 30, 2020. APU wishes to extend the agreement with Fullerton School District (FSD) to enable their students the opportunity to complete practicum assignments in schools within the District.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve Memorandum of Understanding with Azusa Pacific (APU) for practicum placement and field experience effective July 1, 2020 through June 30, 2025.

CH:nm
Attachment



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Fullerton School District, hereinafter called the **DISTRICT**:

W I T N E S S E T H

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be

required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

“Practicum” as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By: _____

Name: Anita Fitzgerald Henck

Title: Dean, School of Education

Date: _____

Azusa Pacific University

School of Education

P.O. Box 7000

Fullerton School District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone Number: _____

CONSENT ITEM

DATE: June 09, 2020

TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Laurie Bruneau, Director of Risk Management

SUBJECT: **APPROVE CONTRACT WITH VENTURE PACIFIC INSURANCE COMPANY TO PROVIDE WORKERS' COMPENSATION EXCESS INSURANCE COVERAGE FOR 2020/2021**

Background: The current excess workers compensation insurance policy ends on June 30, 2020. For 2019/2020, the District is self-insured and purchased excess coverage for claims exceeding \$1,000,000 combined with a \$250,000 cash flow protection cap per claim. The policy in 2019/2020 protected the District to a limit of \$25,000,000. Staff recommends renewing excess workers' compensation coverage for 2020/2021.

Rationale: Excess workers' compensation insurance protects the District in the event of a serious injury to an employee in amounts over the self-insured maximum amount.

Funding: Cost not to exceed \$95,778 from Workers' Compensation Fund (68).

Recommend: Approve contract with Venture Pacific Insurance to provide workers' compensation excess insurance coverage for 2020/2021.

CH:LB:lc
Attachment



VENTURE PACIFIC
INSURANCE SERVICES



INSURANCE PROPOSAL

Prepared for:
Fullerton School District

May 12, 2020
This proposal is valid until July 1, 2020

877.886.1796
VPISRisk.com

Presented by:
Venture Pacific Insurance Services
License Number OD10299
111 Corporate Drive #200
Ladera Ranch, CA 92694

This document summarizes the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal.

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Venture Pacific Insurance Services (VPIS) is a turnkey solution to all your insurance needs.

Agency Contacts

Account Executive		
Kirsten Rosen		
	Phone:	(949) 421-3534
	Email:	krosen@vpisrisk.com

Account Executive		
Curtis S Barton		
	Phone:	(949) 421-3521
	Email:	cbarton@vpisrisk.com

Account Manager		
Cindi Johnson		
	Phone:	(949) 421-3550
	Email:	cjohnson@vpisrisk.com

Employee Benefits Practice Leader		
John Dudek		
	Phone:	949-421-3543
	Email:	jdudek@vpisrisk.com

Controller		
Michele Gray		
	Phone:	949-421-3527
	Email:	mgray@vpisrisk.com

Office Coordinator		
Kirsten Rosen		
	Phone:	949-421-3534
	Email:	krosen@vpisrisk.com

Location Schedule

Address	City	State	Zip Code
1401 West Valencia Drive.	Fullerton	CA	92833
389 W. Truslow	Fullerton	CA	92833
1200 North Acacia Avenue	Fullerton	CA	92831
780 Beechwood Avenue	Fullerton	CA	92835
2200 E. Commonwealth Avenue	Fullerton	CA	92831
1400 West Fern Drive	Fullerton	CA	92833
732 Barris Drive	Fullerton	CA	92832
400 East Hermosa Drive	Fullerton	CA	92835
1700 East Wilshire Avenue	Fullerton	CA	92831
300 Laguna Road	Fullerton	CA	92835
244 East Valencia Drive	Fullerton	CA	92832
1100 W. Olive Avenue	Fullerton	CA	92833
1400 S. Brookhurst Road	Fullerton	CA	92833
1501 W. Valencia Drive	Fullerton	CA	92833
1710 Rosecrans Avenue	Fullerton	CA	92833
517 N. Raymond Avenue	Fullerton	CA	92831
700 S. Richman Avenue	Fullerton	CA	92832
1460 E. Rolling Hills Drive	Fullerton	CA	92835
2030 Sunset Lane	Fullerton	CA	92833
3441 W. Valencia Drive	Fullerton	CA	92833
455 W. Baker Avenue	Fullerton	CA	92832
1350 Starbuck	Fullerton	CA	92833

Workers' Compensation / Employers Liability

Insurance Company: Star Insurance Company
 AM Best Rating: "A- X"
 Proposed policy period: 7/1/2020 to 7/1/2021

Named Insured

First Named Insured
Fullerton School District

Additional Named Insureds
Fullerton School District

Coverage Detail

Limits of Liability		Description
\$25,000,000		Employers Liability: Each Accident
\$1,000,000		Employers Liability: Occurrence
\$1,000,000		Employers Liability: Aggregate
Included		Workers Compensation: Statutory Benefit
\$1,000,000		Retention

Billing / Audit Information

Description		Selection
Payment Plan		Annual
Down Payment Percentage		100%
Down Payment		\$95,778
Audit Interval		At Expiration
Minimum Premium		90% of Deposit

- Terms require quarterly claims reporting
- Cash Flow Protection (4670 WC0807) with a Per-Occurrence, Per-Year Paid loss retention of \$250,000 is included in the rate shown above

Workers' Compensation – Basis of Premium

Locations & Classifications

St	Code	Description	Payroll	Base Rate	Net* Rate	Premium
Loc #: 1		1401 W. Valencia Drive • Fullerton, CA 92833				
CA		Public School District	\$94,736,164	0.1011		\$95,778.00
California						

*** Net Rates are Base Rates with all credit/debits applied.
 Net Rates do not include state taxes & fees.**

California Short Rate Cancellation fee can be up to 100% of one-year premium.

Forms & Endorsements

Loc #	Description
Policy	WCFormEndorsement1 - Employer's Liability Policy Limit Endst. Cash Flow Protection Endorsement- \$250,000 CASH FLOW PROTECTION
	Terrorism Premium Endt (WC990603 0215)
	Employers Liability (4658 WC0807)
	California Changes (4713 WC1007)
	Late Reporting Endt (4675 WC0807)
	Voluntary Compensation (4666 WC0807)
	Cash Flow Protection (4670 WC0807)

Workers' Compensation – Important Notice

CA Short Rate Cancellation Penalty Disclosure

The California Legislature enacted law AB2404 for 2012 modifying the California Insurance Code section 481(c) (1). The change requires Workers Compensation carriers to disclose their short rate cancellation fee or penalty at the time of quoting.

"Any insurance policy that includes a provision to refund premium other than on a pro rata basis, including the assessment of cancellation fees, shall disclose that fact in writing, including the actual or maximum fees or penalties to be applied, which may be stated in the form of percentages of the premium. The disclosure shall be provided prior to, or concurrent with, the application and prior to each renewal to which the policy provision applies. For purposes of this section, a workers' compensation insurer, as defined, may provide the disclosure with the quote prior to the consumer accepting the quote. Disclosure shall not be required if the policy provision permits, but does not require, the insurer to refund premium other than on a pro rata basis, and the insurer refunds premium on a pro rata basis."

The CA Short Rate penalty is a percent of the full term premium based on the number of days of coverage in the canceled policy. Example:

Example of standard NCCI Short Rate Cancellation applied

California Canceled Policy Term:	100 days
Earned Premium for 100 days:	\$12,000
Factor to annualize the Earned Premium	3.65 (365/100)
Annualized Premium	\$43,800 (\$12,000 x 3.65)
Short Rate %:	38% (based on 100 day term in the table below)
Short Rate Penalty:	\$4,644 (\$43,800 x 38% = \$16,644; \$16,644 - \$12,000)
Billed Final Audit Premium:	\$16,644 (\$12,000 earned + \$4,644 penalty)

Workers' Compensation – Important Notice

Standard NCCI Short Rate Cancellation Table

Extended Number of Days 1		Percent of Full Policy Premium 5%	Extended Number of Days 95-98		Percent of Full Policy Premium 37%	Extended Number of Days 219-223		Percent of Full Policy Premium 69%
2		6%	99-102		38%	224-228		70%
3-4		7%	103-105		39%	229-232		71%
5-6		8%	106-109		40%	233-237		72%
7-8		9%	110-113		41%	238-241		73%
9-10		10%	114-116		42%	242-246	(8 mo.)	74%
11-12		11%	117-120		43%	247-250		75%
13-14		12%	121-124	(4 mo.)	44%	251-255		76%
15-16		13%	125-127		45%	256-260		77%
17-18		14%	128-131		46%	261-264		78%
19-20		15%	132-135		47%	265-269		79%
21-22		16%	136-138		48%	270-273	(9 mo.)	80%
23-25		17%	139-142		49%	274-278		81%
26-29		18%	143-146		50%	279-282		82%
30-32	(1 mo.)	19%	147-149		51%	283-287		83%
33-36		20%	150-153	(5 mo.)	52%	288-291		84%
37-40		21%	154-156		53%	292-296		85%
41-43		22%	157-160		54%	297-301		86%
44-47		23%	161-164		55%	302-305	(10 mo.)	87%
48-51		24%	165-167		56%	306-310		88%
52-54		25%	168-171		57%	311-314		89%
55-58		26%	172-175		58%	315-319		90%
59-62	(2 mo.)	27%	176-178		59%	320-323		91%
63-65		28%	179-182	(6 mo.)	60%	324-328		92%
66-69		29%	183-187		61%	329-332		93%
70-73		30%	188-191		62%	333-337	(11 mo.)	94%
74-76		31%	192-196		63%	338-342		95%
77-80		32%	197-200		64%	343-346		96%
81-83		33%	201-205		65%	347-351		97%
84-87		34%	206-209		66%	352-355		98%
88-91	(3 mo.)	35%	210-214	(7 mo.)	67%	356-360		99%
92-94		36%	215-218		68%	361-365	(12 mo.)	100%

Workers' Compensation Coverage Descriptions

When this coverage is included the following explanations apply.

Workers' Compensation Insurance

This coverage agreement obligates the insurer to pay all compensation and other benefits required of the insured by the workers' compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease.

Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under coverage (A) are paid to the employee without regard to fault.

Employers Liability

This coverage protects employers for their legal liability for bodily injury by accident or disease to an employee arising out of and in the course of the employee's employment when not covered under the workers' compensation law. Before benefits are paid under this coverage, the employee must prove the employer is liable for the injury.

Bodily Injury By Accident

This amount is the most an insurer will pay under coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident. The standard limit is \$100,000 for any one accident, which can be increased.

Bodily Injury By Disease (Policy Limit)

This is the aggregate limit the insurer will pay under coverage (B) for all claims sustaining bodily injury by disease during the policy period. The standard policy limit is \$500,000, which can be increased.

Bodily Injury By Disease (Each Employee)

This amount is the most an insurer will pay under coverage (B) for damages due to bodily injury by disease to any one employee. The standard limit of liability for each employee is \$100,000, which can be increased.

Other States Insurance

This provides workers' compensation coverages if the insured expands operations into other states not declared at the time the policy is issued or renewed. If the insured elects this coverage and operations begin in a state listed under other states, the insurer provides the same coverage as if the state was declared in the policy at the time of policy issuance.

Voluntary Compensation Endorsement

Workers' compensation laws of most states exempt some types of employment from workers' compensation benefits. This endorsement amends the standard policy to provide coverage for employees with exempted occupations from the workers' compensation act. When the endorsement is added it does not make employees subject to the workers' compensation law, but it obligates the insurance company to pay on behalf of the insured, an amount equal to the compensation benefits that would be payable to those employees if they were subject to the workers' compensation law of that state.

United States Longshore & Harbor Workers Endorsement (USL&HW)

This is a federal act which is similar to the state workers' compensation act. The federal act was designed to provide workers' compensation benefits to employees who work in maritime employment upon the navigable waters of the United States and who are usually considered outside the scope of state workers' compensation laws. When the USL&HWA endorsement is added to the standard policy it applies to work done in the states scheduled on the policy and extends the definition of the workers' compensation law to include the USL&HWCA.

Executive Officers, Partners Exclusion Endorsement

In some states, workers' compensation law allows an insured to include or exclude Executive Officers and Partners, or both, from coverage. Adding this endorsement can designate the individuals not covered under the policy.

Experience Modification

This is a factor that deals with the rating of the policy. The Experience Modification figure is based on the insured's loss experience. The factor is used to increase or decrease the manual rates of insurance.

Monopolistic States

There are six states that require all workers' compensation insurance to be placed with their state fund. No private insurer is allowed to write Workers' Compensation Coverage in the six states. The states are Nevada, North Dakota, Ohio, Washington, Wyoming and West Virginia.

Premium Summary / Comparison

Premiums

Line of Business	Current Premium	Proposed Premium
Package		
Property		
General Liability		
Business Auto		
Equipment Floater		
Crime		
Workers Compensation	\$91,731.00	\$95,778.00
Errors & Omissions		
Directors & Officers		
Umbrella / Excess Liability		
Total Premium:	\$91,731.00	\$95,778.00
Grand Total	\$91,731.00	\$95,778.00

Payment Options

Down Payment Amount	Check Payable to	# of Installments	Installment Amount
\$95,778.00	Venture Pacific Insurance	1	0

License # 0D10299

Venture Pacific Insurance
111 Corporate Drive #200
Ladera Ranch, CA 92694
949-297-4900
949-297-4911 Fax

Invoice

Fullerton School District
Laurie Bruneau
1401 W. Valencia Drive
Fullerton, CA 92833

Date	Description	Cost
5/12/2020	Workers Compensation Renewal	\$95,778.00

Make check payable to Venture Pacific Insurance Services.

Thank you,

Kirsten Rosen

You may make the payment on our website at: <https://vpisrisk.epaypolicy.com/>
If paying by check it can take up to 5 days for the e-check to clear

Client Acceptance Form

Client Acceptance

May 12, 2020

Fullerton School District

Presented by: **Kirsten Rosen**

In order to make your coverage effective ,July 1, 2020 the following is required:

- 1) Deposit for \$95,778.00
- 2) Signed Acceptance Form

I have reviewed the Insurance Proposal dated May 12, 2020, and have had opportunity to have my questions answered.

I understand that all coverages are subject to the terms and conditions as defined in the Insurance Policy, and that this proposal in no way changes or interprets insurance policy terms and conditions.

Acceptance

I accept the proposal with the following changes:

Owner or Officer:	Signature:	
	Name:	
	Date	

Changes:

Privacy Notice:

Venture Pacific Insurance Services respects your privacy and asks that you respect ours.

Under no circumstances will your private business and financial information be shared with any company other than Insurance Carriers for the purpose of accessing quotes for your renewal.

This proposal and the material contained herein is the private information of Venture Pacific Insurance Services. We ask that you do not share this information with anyone else.

Venture Pacific Insurance Services: Your one source for all of your insurance needs.

C. No Duty to Defend You

You have no duty to indemnify or defend any claimant or any other insured who has the right to participate with you in or to assume control of the indemnification settlement and defense of any claim or any other insured that might involve an admitted claim or any other insured participation or settlement who has negotiated with you in an attempt to resolve a claim or indemnification settlement and defense.

**PART ONE
EXCESS WORKERS' COMPENSATION
INSURANCE**

A. How Part One Applies

Subject to the Excess Limitation provisions applicable to the amount to be paid on any accident or the Compensation Law, the deductible amount of an accident or death or disability claim is reduced by the amount of any other compensation payable or payable in the future under any other insurance or benefit plan. The amount of any other compensation payable or payable in the future under any other insurance or benefit plan is stated in Item 1 of the Information Statement and in the Attachment to the Information Statement and in the Attachment to the Information Statement.

B. Loss

Loss is the amount of the amount of any accident or death or disability claim or the Compensation Law, is subject to the date that the accident or death or disability claim is reported to the carrier or the date that the accident or death or disability claim is reported to the carrier or the date that the accident or death or disability claim is reported to the carrier.

1. the amount to be paid is the amount of any claim or the Compensation Law
2. the amount to be paid is the amount of any claim or the Compensation Law
3. the amount to be paid is the amount of any claim or the Compensation Law
 - a. the amount to be paid is the amount of any claim or the Compensation Law
 - b. the amount to be paid is the amount of any claim or the Compensation Law
 - c. the amount to be paid is the amount of any claim or the Compensation Law

C. Exclusions

1. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
2. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - a. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - b. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - c. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - d. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - e. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - f. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.
 - g. any claim or death or accident or death or disability claim or the Compensation Law is excluded from coverage if the claimant is an employee of the insured.

**PART TWO
EXCESS EMPLOYER'S LIABILITY INSURANCE**

A. How Part Two Applies

Subject to the Excess Limitation provisions applicable to the amount to be paid on any accident or death or disability claim or the Compensation Law, the deductible amount of an accident or death or disability claim is reduced by the amount of any other compensation payable or payable in the future under any other insurance or benefit plan. The amount of any other compensation payable or payable in the future under any other insurance or benefit plan is stated in Item 1 of the Information Statement and in the Attachment to the Information Statement.

1. The deductible amount of an accident or death or disability claim or the Compensation Law is reduced by the amount of any other compensation payable or payable in the future under any other insurance or benefit plan.
2. The deductible amount of an accident or death or disability claim or the Compensation Law is reduced by the amount of any other compensation payable or payable in the future under any other insurance or benefit plan.

STAR INSURANCE COMPANY

any third-party or bodily damage... liability... and any amounts to the... amount

PART THREE CLAIMS

A. You Claims Reporting Duties

you must give as little delay as possible to the... amount

- 1. any claim... that involves a Loss that... information...
2. any claim... a. amount... b. date... c. death... d. disability... e. amount... f. third... g. motion... h. cost... i. medical...
3. the... claim... which a... additional... might...
4. any claim... hospitalization... that...
5. any claim... to...
In addition... you must... that...

B. Your Claims Handling Duties

you must... and... a claim... that...
you must... a... that... with... had... claim... this... amount... information... at...

within... days... both... Loss... information... amount... The... amount... paid... the... estimated... amount...

C. Our Claims Handling Duties

you must... Loss... this... amount...
In... do... a... amount... that... have... the... right... to... amount... each... amount... at... amount... to... amount... liability... amount... each... amount... amount... amount... amount... stated... in... amount... the... information... amount... the... attorney... amount... and... cost... amount... each... amount...

PART FOUR PREMIUM

A. Deposit and Adjustment Premiums

At... you... must... the... premium... stated... in... item... of... the... information... amount... At... the... Adjusted... date... to... the... and... the... premium... Adjusted... amount... at... each... Adjusted... date... amount... to... the... of... a... premium... Adjusted... amount... must... the... deposit... premium... of... the... Adjusted... End... amount... the... cost... premium... Adjusted... amount... At... the... and... each... premium... Adjusted... amount...

- 1. you... of... the... amount... of... which... the... deposit... premium... is... equal... to... the... deposit... premium...
2. you... of... the... amount... of... which... the... deposit... premium... is... equal... to... the... deposit... premium...

**PART FIVE
CONDITIONS**

B. Payroll Report

It is the duty of the insured to furnish to the Admitted Insurer all the information and data necessary to determine the amount of the premium and to pay the premium. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

C. Final Premium

The final premium due on the premium schedule shall be paid by the insured to the Admitted Insurer at the time the insured is required to pay the premium. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

D. Records

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

E. Audit

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

A. Inspection

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

B. Transfer of Your Rights and Duties

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

C. Cancellation

1. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.
2. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.
3. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.
4. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

D. Sole Representative

The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished. The insured shall be responsible for the accuracy and completeness of the information and data furnished.

E. Bankruptcy or Insolvency

Our contract is issued by direct write-up from the contract as a claim covered by this contract has been issued by our agent and indemnity obligation is a full cash payment in accordance with a policy of our contract to pay the full amount of a claim covered to the claimant.

F. Legal Action Against Us

We have no right of action against the insured or any other person who has complied with all the terms of this contract and the amount we have paid determined with our agreement to be actual and reasonable.

G. Other Insurance

In the event a loss occurs that is covered by a policy of insurance that is a part of this contract, the amount payable under this contract shall be reduced by the amount payable under the other insurance.

H. Recovery From Others

We have no right to recover the amount of any payment made to the insured or the insured's estate or any other person from a third party with the insured's right to recover the amount of any payment made to the insured and to hold or recover them. The amount of any payment made to the insured shall be reduced by the amount of any payment made to the insured by the third party.

STAR INSURANCE COMPANY
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)
PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 99 06 03), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a It is an act that is violent or dangerous to human life, property, or infrastructure;
 - The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 6 of the Information Page and in the Schedule below.

Schedule

State	Rate	Premium
--------------	-------------	----------------

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

Form No. **WC 99 06 02 (0215)**

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EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT (WC 99 06 03)

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United State missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015 and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Form No. **WC 99 06 03 (0215)**

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EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

Limitation of Liability

The Act limits our liability to you under this policy. If annual aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United State Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United State Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United State Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United State Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United State Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United State Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding Item 1. above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charged for the coverage your policy provides for Insured Losses is included in Item 6 of the Information Page and in the Schedule below.

Schedule

State	Rate	Premium
--------------	-------------	----------------

Company No.
 Insured:
 Policy Number:
 Endorsement Number:
 Endorsement Effective:

Printed on:

Form No. **WC 99 06 03 (0215)**

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**STAR INSURANCE COMPANY
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

Employer's Liability Policy Limit Endorsement

This endorsement applies to your liability under Part Two of this policy (Employer's Liability). Our maximum limit of indemnity for all claims brought under Part Two for any Coverage Period is:

 \$ **Policy Limit**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

**STAR INSURANCE COMPANY
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

Voluntary Compensation Endorsement

Subject to all the terms and conditions under this policy, this endorsement extends coverage under Part One for Loss reimbursement to the group of workers described in the Schedule. The Loss sustained must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule. The Loss must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the worker is a United States or Canadian citizen temporarily away from those places.

We will indemnify you for an amount equal to the benefits that would be required if you and your employees described in the Schedule were subject to the workers' compensation law shown in the Schedule.

In addition to the other exclusions listed in Part One of this policy, this coverage does not apply to any obligation imposed by a workers' compensation or occupational disease law, or any similar law, or to bodily injury intentionally caused or aggravated by you.

Before we indemnify you for benefits to the persons entitled to them, they must:

1. Transfer to us their right to recover from others who may be responsible for the injury or death; and
2. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

Schedule

Employees	State of Operations	Designated Workers' Compensation Law
All Employees and Volunteers Not Covered by Workers' Compensation Law	(state of coverage)	State of Hire

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

STAR INSURANCE COMPANY
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

Cash Flow Protection Endorsement

Subject to the limit of indemnity listed in Item 5 of the Information Page, we will indemnify you for each Loss incurred under Part One of this policy for each payment year with paid losses in excess of

\$xxx,xxx.

Payment year means the consecutive twelve months starting at the date the loss occurs. The start date for each loss under this endorsement is determined based on its own date of loss.

Paid losses includes all payments for periodic indemnity benefits which are due, and all payments for medical benefits including funeral expenses and vocational rehabilitation expenses. Paid loss does not apply to any lump sum settlement, or commutation, or one time payment in lieu of periodic indemnity payments.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

STAR INSURANCE COMPANY
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

Late Reporting Penalty Endorsement

Section D. is added to the Excess Insurance Provisions of this policy as follows:

Section D. Late Reporting Penalty

If you do not comply with the reporting provisions of Part Three Claims, section A. Your Claims Reporting Duties, for each accident for Bodily Injury by Accident or for each employee for Bodily Injury by Disease, the following penalties apply:

1. If you do not give us written notice within one year of when required, our reimbursement will be reduced by 15%.
2. If you do not give us written notice within three years of when required, our reimbursement will be reduced by 40%.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

STAR INSURANCE COMPANY
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

California Changes – Cancellation

Under **PART FIVE-CONDITIONS, Paragraph 2.** of Condition **C. Cancellation** is deleted and replaced with the following:

C. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation; or
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel the policy for any of the reasons listed in (a) through (f) we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the date and hour stated in the cancellation notice.
5. If the cancellation date is other than the Anniversary Date of the policy, we will apply the cancellation provision of Part Four – Premium as though this cancellation were at our initiation.
6. We will not be liable for any losses under the terms of this policy occurring after the above date and time of cancellation, and you will not be liable to report any remuneration on subject employees earned after the cancellation date, nor for any resulting premium from such remuneration.



US SPECIALTY UNDERWRITERS

USSU Initial Claim Reporting Form

DATE	
TPA	
EMPLOYER	
EMPLOYEE	
DATE OF INJURY	
TPA FILE #	
ADJUSTER NAME & CONTACT INFO	
SUPERVISOR NAME & CONTACT INFO	
USSU EXCESS POLICY #	
POLICY PERIOD	
SIR	
WC BENEFIT STATE	

RESERVES:

	Indemnity	Medical	Legal	Other	Totals
Paid to Date:					
Outstanding:					
Total Incurred:					

EMPLOYEE INFORMATION:

Occupation:	Date of Birth:
Date of Hire:	Average Weekly Wage:
Marital Status:	Comp Rate:
# of Dependents:	Benefit Type (TT, TP, etc.)
Any Offset Amounts (Y/N):	Modified Work Available (Y/N):

Body Part	Description of Injury	Medicare Eligible?
Coverage Statement		
Loss Facts		
Compensability Issues		
Injury Damages		
Subrogation & Second Injury Fund Information		
Litigation Status & Defense Position		
Medical Information		
Medical Case Management or Attendant Care Services Information		
Action Plan		

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on May 18, 2020.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
WOC	Working Out of Class
LOA	Leave of Absence
NLA	No Longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
2	Esqueda	Yvonne	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.40	565	B21
3	Choung	Eun	Account Clerk III	Add 2.5% Bilingual- Biliterate stipend	3/18/20	50	8.00	212/520	B28/5
4	Ramirez	Jesus	Custodian I - Sub	Add Gardener sub classification	2/28/20	99	0.00	547	B19/1
5	Employee ID	3427		CFRA Leave 3/16- 3/26/20					
6	Employee ID	4214		CFRA Leave 3/30-5/2/20					
7	Employee ID	7065		CFRA Leave 4/15-5/1/20					
8	Employee ID	6507		CFRA Leave 4/20-5/8/20					
9	Zazueta	Yadira	Health Assistant/BB	End of WOC, SOM to Health Assistant/BB	3/20/20	23	3.75	403	B18/3
10	Belloso	Araceli	Clerical Assistant II/BB	Extra summer work, NTE 40 hours	6/8/20	51	8.00	510	B20/6
11	Caballero	Alma	Senior Secretary	Extra summer work, NTE 40 hours	6/22/20	51	8.00	391	B24/6
12	Alva	Elizabeth	Social Services Assistant	Extra summer work, NTE 80 hours	6/1/20	51	8.00	391	B17/5
13	Employee ID	6024		Five days without pay - 4/15/20, 5/15/20, 6/15/20, 7/15/20, 8/14/20	4/10/20				
14	Hinrichs	Forrest	Custodian II	Hire probationary status	4/15/20	25	8.00	542	B24/1
15	Molina	Karla	Food Service Assistant I	Hire Probationary Status	3/30/20	90	1.50	606	B08/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
16	Daniel	Jose	Maintenance Worker I	Hire Probationary Status	3/30/20	53	8.00	533	B25/3
17	Macias	Martin	Maintenance Worker I	Hire Probationary Status	4/6/20	53	8.00	533	B25/1
18	Hernandez	Raylene	Food Service Assistant I	Increase in hours - 1.5 to 2/day	3/9/20	90	1.50	606	B08/2
19	Pirali	Daniel	Instructional Assistant/EL	Increase in hours - 18 to 19.75/week	8/18/19	60	3.60	329	B11/6
20	Olivares	Jessica	Social Services Assistant	Increase in hours - 6 to 8/day	4/20/20	20	6.00	212	B17/4
21	Varela	Anita	Personnel Commissioner	New Commissioner, NTE \$250	12/1/20	58	0.00	522	
22	Employee ID	7357		PDL 2/21-4/21/20					
23	Employee ID	6093		PDL 3/16-6/3/20					
24	Alvarado	Manuela	Playground Supervisor	Resignation - will not remain as sub	4/10/20	99	2.08	100	B07/4
25	Koliha	Emily	School Office Manager	Returning from LOA	3/23/20	23	8.00	403	B25/3
26	Duus	Daniel	Bus Driver - sub	Separation - NLA	9/1/19	56	0.00	565	B21/1
27	Leon	Irma	Playground Supervisor	Service Retirement - will not remain as sub	4/27/20	27	2.37	100	B07/4
28	May	Wendy	School Office Manager	Service Retirement - will not remain as sub	4/17/20	17	8.00	403	B25/6
29	Foti	Megan	ASP Site Lead	Step Increase - Step 2	4/1/20	60	6.80	329	B18/1
30	Atta	Pamela	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.75	100	B11/1
31	Azabache	Samantha	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.00	383	B11/1
32	Green	Valerie	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	10	3.75	100	B11/1
33	Jovel	Allyson	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.00	383	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
34	Manuel	Dawne	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	26	3.75	100	B11/1
35	McPhillips	Suzanne	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	28	3.00	383	B11/1
36	Schill	Hannah	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.75	212	B11/1
37	Wilder	Pamela	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	16	3.00	100	B11/1
38	Rivera	Angela	Instructional Assistant/SE	Step Increase - Step 3	4/1/20	54	6.00	122	B14/2
39	Solorio	Diana	Instructional Assistant/SE	Step Increase - Step 2	4/1/20	54	6.00	121	B14/1
40	Shandy	Debra	Personnel Tech. I	Step Increase - Step 2	4/1/20	58	8.00	522	B23/1
41	Johnson	Cynthia	Bus Driver	Step Increase - Step 3	4/1/20	56	5.50	565	B21/2
42	Presley	Keiera	Instructional Assistant/Rec.	Step Increase - Step 3	4/1/20	60	3.90	2085	B11/2
43	Callejas	Vianca	Instructional Assistant/Reg.	Step Increase - Step 3	4/1/20	28	3.75	100/212	B11/3
44	Gilbert	Krista	Instructional Assistant/SE	Step Increase - Step 3	4/1/20	54	6.00	121	B14/2
45	Bertolette	Sylvia	Health Assistant	Step Increase - Step 4	4/1/20	17	3.75	402	B17/3
46	Velazquez	Breanna	Instructional Assistant/Reg.	Step Increase - Step 4	4/1/20	25	3.75	100/302	B11/3
47	Oseguera	Jonathan	Instructional Assistant/SE	Step Increase - Step 4	4/1/20	54	3.50	122	B14/3
48	Canto	Laura	TLMA	Step Increase - Step 4	4/1/20	59	8.00	409	B21/4
49	Arteaga	Cinthia	Clerical Assistant II/BB	Step Increase - Step 5	4/1/20	90	4.80	606	B20/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
50	McGee	Paige	Instructional Assistant/Reg.	Step Increase - Step 5	4/1/20	21	3.75	302	B11/4
51	Im	Anna	Personnel Tech. II	Step Increase - Step 5	4/1/20	51	8.00	521	B28/4
52	Balestra	Alfred	Plumber	Step Increase - Step 5	4/1/20	53	8.00	533	B32/4
53	Alva	Elizabeth	Social Services Assistant	Step Increase - Step 5	4/1/20	51	8.00	391/510	B17/4
54	Pacheco	Lorena	Custodian II	Step Increase - Step 6	4/1/20	53	8.00	542	B24/5
55	Guzik-Torres	Melissa	Instructional Assistant/SE	Step Increase - Step 6	4/1/20	54	6.00	130	B14/5
56	Mai	Nhu	Instructional Assistant/SE	Step Increase - Step 6	4/1/20	54	6.00	242	B14/5
57	Garcia	Abraham	Social Services Assistant	Step Increase - Step 6	4/1/20	55	6.00	224	B17/5
58	Misuela	Josh	Instructional Assistant/SE II	Stipend for Basketball Program	1/1/20	54	6.00	304	B14/2
59	Hernandez	Leticia	Food Production Coordinator Assistant	Temporary add'tl hours, NTE 24 hours	3/23/20	90	8.00	606	B26/6
60	Chow	Pamela	Project Liason	Temporary add'tl hours, NTE 30 hours	3/23/20	57	4.00	526	M4/3
61	Singh	Praveen	Account Clerk I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	6.00	606	B20/1
62	Andrews	Delia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.10	565	B21
63	Apodaca	Donna	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.28	565	B21
64	Arechiga	Gina	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.72	565	B21
65	Avilez	Roxana	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.22	565	B21

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
66	Berdeja	David	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.72	565	B21
67	Chavira	Frances	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.78	565	B21
68	Colin	Josefina	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.28	565	B21
69	Drews	Judy	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.00	565	B21
70	Hernandez	Silvia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.12	565	B21
71	Hukel	Cynthia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.54	565	B21
72	Johnson	Cynthia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.50	565	B21
73	Lopez	Noemi	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.00	565	B21
74	Medina	Cristi	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.00	565	B21
75	Meza	Mitchell	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.22	565	B21
76	Morales	Marith	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.52	565	B21
77	Navarette	Ana	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.90	565	B21
78	Pirali	Oralia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.62	565	B21
79	Ramos-Romero	Arturo	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.00	565	B21

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

1	A	B	C	D	E	F	G	H	I
	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
80	Reyes-Gurrola	Georgina	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.12	565	B21
81	Ruiz	Sandra	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.52	565	B21
82	Santos	Manuel	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.98	565	B21
83	Thompson	Marilyn	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.34	565	B21
84	Urenda	Robert	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.24	565	B21
85	Zuniga	Luis	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.56	565	B21
86	Granados	Matthew	Chef	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B23/5
87	Arteaga	Cinthia	Clerical Assistant II/BB	Temporary add'tl hours, NTE 32 hours	4/7/20	90	24.00	606	B20/5
88	Mohammad	Parisa	Supervisor, Nutrition Svcs	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	M10/3
89	Hernandez	Feliciano	Transporter	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B20/6
90	Abutan	Corazon	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
91	Adams	Pamela	Food Service Assistant III	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B16/6
92	Aguiniga	Guadalupe	Food Service Assistant II	Temporary add'tl hours, NTE 32 hours	3/23/20	90	6.00	606	B/12/6
93	Arias	Andrea	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.50	606	B08/1

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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
94	Arizaga	Isaac	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.50	606	B08/1
95	Arroyo	Gloria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.00	606	B08/6
96	Benitez	Claudia	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
97	Bode	Shelly	Food Service Production Specialist	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B21/5
98	Brady	Angela	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3	606	B8/6
99	Canadas	Alicia	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
100	Ceja	Yajaira	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/4
101	Cipriano	Christy	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/4
102	Cornejo	Maria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
103	Dibble	Julie	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.00	606	B08/6
104	Estrada	Rally	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
105	Granado	Matt	Chef	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B23/5
106	Hanmouri	Hana	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
107	Hernandez	Feliciano	Transporter	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B20/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
108	Hernandez	Leticia	Food Production Assistant	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B26/6
109	Jeffrey	Kenney	Transporter	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B20/6
110	Jimenez	Shirley	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/2
111	Lang	Kim	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.80	606	B08/6
112	Luna	Cristina	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/4
113	Mondragon	Gloria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
114	Moreira	Maria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.30	606	B08/6
115	Munoz	Martha	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.80	606	B08/6
116	Ocampo	Laura	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
117	Ordway	Tracy	Food Service Assistant II	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B12/6
118	Osborn	Marian	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
119	Perez	Jennie	Food Production Specialist	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B21/6
120	Pham	Tanh	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
121	Powell	Janet	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.50	606	B08/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
122	Ramirez	Francisca	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
123	Ruiz	Estela	Food Service Assistant I - Sub	Temporary add'tl hours, NTE 32 hours	3/23/20	90	0.00	606	B08/1
124	Ruiz	Rosa	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
125	Sheehan	Colleen	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	5.00	606	B08/6
126	Singh	Deep	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.3	606	B08/1
127	Stenos	Eva	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
128	Sukhadia	Jay	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
129	Surjanto	Esther	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
130	Tan	Chai	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.50	606	B08/6
131	Terrell	Monaca	Food Service Assistant II	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B12/6
132	Thomas	Seham	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
133	Thyr	Rosie	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.50	606	B08/6
134	Valencia	Ana	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
135	Vazquez	Jessica	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.30	606	B08/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20
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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
	<p>This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.</p> <p>_____ Chairperson</p> <p>This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.</p> <p>_____ Clerk/Secretary</p>								
147									

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AMENDMENT TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SUMMER ENRICHMENT SPEECH AND DEBATE PROGRAM FROM JUNE 29, 2020 THROUGH JULY 10, 2020**

Background: Board approval was granted on March 10, 2020 (Board Agenda Item #1q) the Summer Enrichment Speech and Debate Program to be held at Nicolas Junior High School from June 29, 2020 through July 10, 2020. An Amendment is requested in order to change to a virtual summer program.

Rationale: Due to current COVID-19 guidelines, many programs are being held virtually.

Funding: Cost remains the same as originally approved.

Recommendation: Approve Amendment to the Agreement between Fullerton School District and Advantage Communications for the Summer Enrichment Speech and Debate Program from June 29, 2020 through July 10, 2020.

JL:nm
Attachment



Advantage Communications

Mr. Salvador Tinajero

Advantage Communications
On File

Ms. Julienne Lee

Fullerton Elementary School District
1401 W Valencia Dr.
Fullerton, CA 92833

Ms. Julienne Lee,

April 14, 2020

Within this document is the proposal regarding the creation of a virtual Speech and Debate summer program.

Overview

FSD has established 19 robust programs within the district. This program will continue to promote speech and debate as well as build English acquisition, analytical writing, vocabulary and effective oral communication skills. This summer program will help FSD students get a head start in speech. Students will exit the summer program with a fully prepared and coached speech. This will help each program because they will have students who can demonstrate to new students what each speech event will look like. This makes it easier for teachers to demonstrate each event that is going to be offered in the following year. It also creates a path for FSD students to have greater success at state and at national competitions. Students who compete at the highest level always attend a summer camp to give themselves an edge in competition.

Summary

The speech and debate summer program will be designed and developed by Sal Tinajero and Tiffany Vuong. Mr. Tinajero and Ms. Vuong will provide the administrative and operational support for 150 students.

Our proposal will include:

- **Individualized speech preparations or debate case preparation for each student**
- **Students will receive 8 hours of communication theory lectures**
- **Students will receive a minimum 10 hours of speech or case preparation**
- **Our staff will consist of 30 coaches and 10 assistant coaches**
- **Each staff member will report and help facilitate scripts and coach students. The staff members will work from June 29, 2020 through July 10, 2020**
- **Summer camp coaching will occur from 8:00 AM – 12:00 PM, Monday through Friday**
- **The coach to student ratio will not exceed 6 students to 1 coach**

Director's Experience

The Fullerton Elementary School District Speech and Debate program will consist of nine elementary schools and three middle schools. Each program will have Thirty students per program. Sal Tinajero will advertise the importance of speech and debate at every school site. Sal Tinajero has a wealth of experience and success in Forensics. He started the Fullerton Union High School Speech and Debate program in 2001. In his tenure the program grew from 20 students to a team of over 100 students per year. Under his leadership the team won three National Championships and one State Championship. He has coached five student state champions and two student national champions. In 2005, he was invited to the White House and awarded the National Hispanic Teacher of the Year. In 2017 he was selected as the National Speech and Debate Association California Educator of the Year. He was one of the five finalists for the National Educator of the Year. In Santa Ana he has created 27 successful programs with

over 1,200 students in four years. Students are competing at a high level and receiving national recognition. Only two schools in Orange County have ever won a national championship. Fullerton Union High School won the national championship in 2008, 2010, 2013, and 2014. The other school is the Advanced Learning Academy which won national championships in 2018 and 2019. Both of these programs were led by Sal Tinajero.

Logistics

Timeline

We will facilitate and execute the administrative and operational aspects of the summer program according to the following timeline:

- Secure 30 forensics staff members
- Secure 10 assistant coaches
- Assure that speech students leave camp with a fully prepared and coached speech
- Assure that debaters create an affirmative and negative case
- Provide communication theory lectures
- Provide debate methodology instruction

Process

We will require the following payment schedule:

- **July 6, 2020 for \$40,000**
- **July 13, 2020 for \$35,000**

Investment

- We will do this in June/July of 2020. We will serve 150 students. If we grow above that number, we will consult with the district before an expansion is allowed.
- We will conduct the administrative and operational aspects of the summer program for 150 paid students for the project cost of \$75,000.00. Once we hit the 150 student mark, Advantage Communications **will absorb 30 more students at no cost**. This will bring the total student number to 180.

Fullerton School District Responsibilities

- **Provide technical support for students**
- **Provide one IT specialist available for troubleshooting and requests**
- **Provide printing support to students if needed**
- **Purchase 60 black interpretation binders and 420 pages**
- **Pay IT support**
- **Work with Tiffiny Vuong in securing student enrollment for the camp**

Speech and Debate as a program will help develop and shape the future leaders of our country. As we begin to include students from all backgrounds, we will begin to equalize the way in which our students are afforded opportunities. I look forward to partnering with you in the following year.

Mr. Salvador Tinajero _____

CEO Advantage Communications

Phone:(714) 913-3515

E-mail: advantagecommunicationsceo@gmail.com

Dr. Robert Pletka _____

Fullerton School District Superintendent

Phone (714) 447-7405

suptoffice@myfsd.org

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Sung Chi, Director, Educational Services

SUBJECT: **APPROVE LICENSE AND SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR THE IMPLEMENTATION AND EVALUATION FOR THE AVID PROGRAM AT LADERA VISTA JUNIOR HIGH SCHOOL OF THE ARTS AND NICOLAS JUNIOR HIGH SCHOOL FROM JULY 1, 2020 TO JUNE 30, 2021**

Background: Advancement Via Individual Determination (AVID) is a college readiness system for elementary through higher education that is designed to increase schoolwide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. The AVID Agreement was administered through OCDE and has shifted to the District. Ladera Vista Junior High School of the Arts and Nicolas Junior High School are the Fullerton School District schools that will benefit from these services. Ladera Vista is in a planning year to prepare for full implementation in 2021/2022. First time charges are for professional development. Nicolas has been participating in AVID for the past thirteen years.

Rationale: Although AVID serves all students, the AVID elective focuses on the least served students in the academic middle. The formula is that if the school raises expectations of the students with the AVID support system in place, the students will rise to the challenge.

Funding: Cost is not to exceed \$9,779 for participating school sites. \$4,679 to be paid from Nicolas budget (#302) and \$5,100 from Ladera Vista budget (#302).

Recommendation: Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID Program at Ladera Vista Junior High School of the Arts and Nicolas Junior High School from July 1, 2020 to June 30, 2021.

JL:SC:nm
Attachment

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-78999
 Client: Fullerton School District
 Address: 1401 W Valencia Dr
 Fullerton, CA 92833

AVID Center Representative: Ala Rudziankova
 Phone: (858) 654-5084
 Email: arudziankova@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Ladera Vista Jr High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Planning	\$0.00	\$0.00	\$0.00
6	AVID Summer Institute Registration Fee	\$925.00	\$450.00	\$5,100.00
Ladera Vista Jr High School SUBTOTAL:				\$5,100.00

Nicolas Junior High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Nicolas Junior High School SUBTOTAL:				\$4,679.00

TOTAL: \$9,779.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

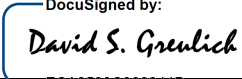
For all 2020-21 contracts, if your teams cannot attend a Summer Institute, your registrations will be converted to an AVID Digital Experience. This new impactful professional learning experience starts with three days of online

interactions and will extend into a year-long professional learning journey. Details can be found at <https://aviddxp.org/>.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Fullerton School District

Signature: 
Print Name: David S. Greulich

Signature: _____
Print Name: Robert Pletka

Title: Controller

Email Address: _____

Title: Superintendent

Date: 5/8/2020 | 7:34 AM PDT

Date: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark][®] or [AVID Trademark][™]. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AMENDMENT TO THE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL 1, 2, AND 3 PROFESSIONAL DEVELOPMENT FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval was granted on May 21, 2020 (Board Agenda Item #100) for Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year. An Amendment is requested to lower the total cost of the Contract due to a change from physical to virtual certifications and having one date unused to be determined in the next school year.

Rationale: Due to current COVID-19 guidelines, many programs are being held virtually.

Funding: Original cost approved was \$96,000 and is reduced by \$6,400 for a total of \$89,600 per Exhibit B (page 5 of 6).

Recommendation: Approve Amendment to the Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year.

JL:nm
Attachment:
(Contract Exhibit B, Page 5 of 6)



HOST CONTRACT

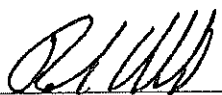
Effective May 1, 2019, Fullerton School District ("Host") and Marzano Research, LLC ("Marzano Research") agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$96,000.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research agrees to provide the services described in Exhibit A—Description of Services.
2. **Compensation:** Host will pay Marzano Research a total contract amount of \$96,000.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$19,200.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$76,800.00 (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
6. **Recording of Presentation:** All audio and video recording is prohibited.
7. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
8. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
9. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

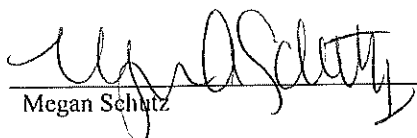
10. **Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Fullerton School District, 1401 W Valencia Dr, Fullerton, CA 92833 or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
13. **Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:



Dr. Robert Pletka
Superintendent
Fullerton School District

5/21/19
Date



Megan Schutz
Professional Development Manager
Marzano Research, LLC

5/21/19
Date

**EXHIBIT A
DESCRIPTION OF SERVICES**

Service 1:

Date: September 5, 2019
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 2:

Date: September 20, 2019
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 3:

Date: September 30, 2019
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 4:

Date: October 7, 2019
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 5:

Date: October 8, 2019
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 6:

Date: January 16, 2020
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 7:

Date: January 17, 2020
Speaker: Phil Warrick
Topic: Leading High Reliability Schools
Format: On-site
Cost: \$8,000.00, inclusive of travel and expenses

Service 8:

Date: April 2, 2020

Speaker: Phil Warrick

Topic: High Reliability Schools Certification

Format: ~~On-site~~ - Virtual

Cost: \$8,000.00, inclusive of travel and expenses

Service 9:

Date: April 3, 2020

Speaker: Phil Warrick

Topic: High Reliability Schools Certification

Format: ~~On-site~~ - Virtual

Cost: \$8,000.00, inclusive of travel and expenses

Service 10:

Date: ~~April 7, 2020~~ - TBD

Speaker: Phil Warrick

Topic: ~~High Reliability Schools Certification~~ - TBD

Format: On-site

Cost: \$8,000.00, inclusive of travel and expenses

Service 11:

Date: April 9, 2020

Speaker: Phil Warrick

Topic: High Reliability Schools Certification

Format: ~~On-site~~ - Virtual

Cost: \$8,000.00, inclusive of travel and expenses

Service 12:

Date: April 10, 2020

Speaker: Phil Warrick

Topic: High Reliability Schools Certification

Format: ~~On-site~~ - Virtual

Cost: \$8,000.00, inclusive of travel and expenses

EXHIBIT B
SCHEDULE OF PAYMENT

Description	Payments	Expected Invoice Date
Payment 1	\$19,200.00	Upon Execution of Contract
Payment 2	\$19,200.00	September 30, 2019
Payment 3	\$12,800.00	October 8, 2019
Payment 4	\$12,800.00	January 17, 2020
Payment 5	\$32,000.00 - \$25,600.00	April 10, 2020
Payment 6	\$6,400.00	TBD

Marzano High Reliability Schools Contract Attachment to Exhibit B

Level 1 Schools

Ladera Vista JHS, Principal: Bill Lynch
1700 E. Wilshire, Fullerton, CA 92831
Phone: 714/447-7765
Email: bill_lynch@myfsd.org

Orangethorpe School, Principal: Ginger Frady
1400 E. Brookhurst Road, Fullerton, CA 92833
Phone: 714/447-7730
Email: ginger_frady@myfsd.org

Richman School, Principal: Kristen Holm
700 S. Richman Ave., Fullerton, CA 92832
Phone: 714/447-7745
Email: kristen_holm@myfsd.org

Valencia Park School, Principal: Erlinda Soltero Ruiz, Ed.D.
3441 W. Valencia Drive, Fullerton, CA 92833
Phone: 714/447-7755
Email: erlinda_soltero_ruiz@myfsd.org

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Kelly S. Castillo, Ed.D., Principal, Pacific Drive School

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SEESAW, TO PROVIDE A PLATFORM FOR DIGITAL STUDENT PORTFOLIOS AND FAMILY COMMUNICATION AT PACIFIC DRIVE SCHOOL FOR THE 2020/2021 SCHOOL YEAR

Background: Seesaw is an online LMS (Learning Management System) that allows students to access and submit assignments while building a digital learning portfolio. Students are able to submit written, drawn, and verbally recorded assignments. The Seesaw platform also allows for asynchronous family communication, both through messages to the teacher as well as comments on assignments between the student and family.

Pacific Drive teachers have taken advantage of the Seesaw free trial during distance learning in the spring of 2020. The capabilities of Seesaw had a positive impact on our instructional model that will last well beyond the period of distance learning.

Seesaw will provide 560 student licenses to accommodate students in general education, special education, and the Dual Language Academy in grades TK-5.

Rationale: Both during distance learning and beyond, students benefit from the Seesaw platform that tracks progress and builds a sense of accomplishment supported by both their teachers and families.

Funding: Total cost not to exceed \$3,080 and is to be paid from site instructional materials budget (#812).

Recommendation: Approve Agreement between Fullerton School District and Seesaw, to provide a platform for digital student portfolios and family communication at Pacific Drive School for the 2020/2021 school year.

JL:KC:nm
Attachment



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Pacific Drive Elementary School

Created Date 4/8/2020

Expiration Date 4/14/2020

Quote Number 00016529

Contract Summary

Contract Start Date 7/1/2020

Contract End Date 6/30/2021

of Students 560.00

Contract Notes • April-June 2020 added on for free

Grand Total USD 3,080.00

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	560.00	USD 5.50	USD 3,080.00	7/1/2020

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: _____

Email: _____

Title: _____

Phone: _____

Tech Contact (Who can help set up your school?)

Name: _____

Email: _____

Title: _____

Phone: _____

Billing Contact (Who should we send invoices to?)

Name: _____

Email: _____

Title: _____

Phone: _____

School Address

Address: _____

City: _____

State: _____

Zip / Post Code: _____

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: _____

Title: _____

Accepted By: _____

PO Number (if required): _____

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1129 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1129 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,286.26
	Total	<u>\$1,286.26</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$1,286.26 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1129 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1214 THROUGH 1215 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1214 through 1215 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,075,217.70
	Total	<u>\$1,075,217.70</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$1,075,217.70 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1214 through 1215 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: APPROVE ORGANIZATIONAL MEMBERSHIPS FOR 2020/2021

Background: Each year the Board approves organizational memberships. These memberships provide opportunities for staff development and literature related to specific responsibility areas. Staff is requesting approval of the 2020/2021 organizational memberships listed on the attachment.

The Board will note that the annual membership costs are listed as “estimated.” Any unknown costs were increased by approximately 10% over the 2019/2020 expenditure level, even though staff does not expect the increases to be that high for the 2020/2021 year.

Rationale: Participation in organizational memberships provides additional opportunities for staff to increase knowledge and skills in specific job-related areas.

Funding: Costs will be paid by appropriate Fund.

Recommendation: Approve organizational memberships for 2020/2021.

RC:yd
Attachment

2020/2021 ORGANIZATIONAL MEMBERSHIPS

ORGANIZATION	COST**	DEPARTMENT
ACSA Educational Institution Service	\$660	Board Discretionary
Association for Supervision and Curriculum Development (ASCD)	\$175	Educational Services
Association of California School Administrators (ACSA)	\$2,000	Business Services
Association of California School Administrators (ACSA)	\$2,000	Certificated Personnel
Association of California School Administrators (ACSA)	\$2,000	Educational Services
Association of California School Administrators (ACSA)	\$2,000	Innovation/Instructional Support
Association of California School Administrators (ACSA)	\$2,000	Personnel Commission
Association of California School Administrators (ACSA)	\$2,000	Superintendent
Calif. Assoc. of School Business Officials (CASBO) (Organizational)*	\$3,500	Business Services
California Assoc. Supervisors of Child Welfare & Attendance	\$75	Child Welfare & Attendance
California Association for the Gifted (CAG)	\$140	Educational Services
California Association of Bilingual Education (CABE)	\$500	Educational Services
California Association of School Transportation Officials (CASTO) (2)*	\$200	Transportation
California Commission on Teacher Credentialing UC Regents (CTC)	\$1,300	Educational Services
California Consortium for Independent Study	\$60	Child Welfare & Attendance
California IT In Education (CITE)**	\$500	Innovation/Instructional Support
California Institute for School Improvement (CISI)	\$1,000	Educational Services
California Public Employer Labor Relations Association	\$350	Certificated Personnel
California School Boards Association	\$17,500	Board Discretionary
California School Boards Association (GAMUT)	\$825	Board Discretionary
California School Boards Association (GAMUT)	\$1,000	Business Services
California School Boards Association (GAMUT)	\$825	Certificated Personnel
California School Boards Association (GAMUT)	\$825	Educational Services
California School Boards Association (GAMUT)	\$825	Personnel Commission
California School Nutrition Association (3)*	\$165	Nutrition Services
California School Public Relations Association (CalSPRA) (4)*	\$335	Risk Management
California Schools Personnel Commissioners Association	\$800	Personnel Commission
Californians for Quality Early Learning (3)*	\$597	Child Development
Coalition for Adequate School Housing	\$787	Facilities, Maint. and Operations
Coalition for Adequate School Housing Maintenance Network	\$282	Facilities, Maint. and Operations
Commission on Dietetic Registration	\$200	Nutrition Services
Computer-Using Educators (CUE)	\$3,000	Business Services
Computer-Using Educators (CUE)	\$40	Educational Services
Coop. Org. for the Development of Employee Selection Process	\$2,050	Personnel Commission

COSTCO (3)*	\$180	Nutrition Services
COSTCO (Organizational)*	\$165	Business Services
Crisis Prevention Institute	\$150	Educational Services
Digital Promise	\$4,000	Superintendent
Disability Management Employer Coalition (DMEC)	\$530	Risk Management
Driver Trainer Advisory Council (DTAC) (2)*	\$50	Transportation
Edjoin	\$3,000	Certificated Personnel
Every Child California (5)*	\$1,500	Child Development
Frontline	\$29,000	Certificated Personnel
Fullerton Chamber of Commerce	\$600	Superintendent
Fullerton Collaborative	\$1,000	Child Welfare & Attendance
International Personnel Management Association (3)*	\$397	Personnel Commission
Leadership Associates	\$5,500	Superintendent
National Afterschool Alliance (3)*	\$297	Child Development
National Alliance for Insurance Education and Research	\$70	Risk Management
National Assoc. for the Education of Young Children NAEYC (4)*	\$600	Child Development
National Association for Gifted Children (NAGC)	\$120	Educational Services
National Association for Pupil Transportation NAPT (2)*	\$190	Transportation
National Association of Elementary School Principals (NAESP)	\$235	Educational Services
National Association of School Nurses	\$105	Educational Services
National Association of State Directors of Teacher Education and Certification (NASDTEC)	\$700	Certificated Personnel
Needlework Guild of America (NGA)	\$50	Child Welfare & Attendance
Needlework Guild of America (NGA)	\$50	Educational Services
North American Reggio Emilia Alliance (3)*	\$225	Child Development
North Orange County Superintendents' Association	\$75	Superintendent
Orange County School Boards Association	\$200	Superintendent
Orange County Superintendents ACSA Region XVII	\$300	Superintendent
Personnel Commissioners Association of Southern California	\$40	Personnel Commission
Personnel Testing Council of Southern California (2)*	\$80	Personnel Commission
Public Agency Risk Managers Association (PARMA)	\$150	Risk Management
Rotary Club of Fullerton	\$2,000	Superintendent
Sam's Club (Organizational)*	\$45	Business Services
School Nutrition Association (SNA) (3)*	\$398	Nutrition Services
School Services of California (SSC)	\$4,200	Business Services
Society for Human Resource Management	\$209	Personnel Commission
Society for Industrial and Organizational Psychology (SIOP) (2)*	\$370	Personnel Commission

Society of Human Resources Professional (SHRM)	\$219	Risk Management
Southern California Public Management Assoc. (4)*	\$150	Personnel Commission
Southern California Superintendents	\$150	Superintendent

**Denotes membership for more than one individual*

***Estimated*

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND DRIFTWOOD DAIRY, FROM SANTA ANA UNIFIED SCHOOL DISTRICT FOOD SERVICE AGENCY PIGGYBACKABLE BID #09-19 FOR DAIRY AND JUICE PRODUCTS FOR THE 2020-2021 SCHOOL YEAR

Background: Public Contract Code Section 20118 and California Ed Code section 17596 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another district.

This contract for services is for a one-year term of July 1, 2020 through June 30, 2021. Piggyback documentation is available for review in the Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Santa Ana Unified School District Food Service Agency Bid #09-19.

Funding: Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Driftwood Dairy, from Santa Ana Unified School District Food Service Agency piggybackable bid #09-19 for dairy and juice products for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOODS INC. FROM COLTON JOINT UNIFIED SCHOOL DISTRICT FOR THE FOLLOWING PIGGYBACKABLE BID NO. RFP #CJNS-2018-19-BREAD FOR THE DISTRIBUTION OF BREAD AND TORTILLA PRODUCTS FOR THE 2020-2021 SCHOOL YEAR**

Background: Public Contract Code Section 20118 and California Ed Code section 17596 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another district.

This contract for services is for a one-year term of July 1, 2020 through June 30, 2021. Agreement documentation is available for review in the Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Colton Unified School District Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2019/2020 school year.

Funding: Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following piggybackable Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND SUNRISE PRODUCE COMPANY, FROM RIVERSIDE UNIFIED SCHOOL DISTRICT PIGGYBACKABLE RFP NO. 2017/18-12 FOR THE CATEGORY OF FRESH AND PROCESSED PRODUCE FOR THE 2020-2021 SCHOOL YEAR**

Background: Public Contract Code Section 20118 and California Ed Code section 17596 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another District.

This contract for services is for a one-year term of July 1, 2020 through June 30, 2021. Piggyback documentation is available for review in the Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Riverside Unified School District Piggybackable RFP No. 2017/18-12.

Funding: Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Sunrise Produce Company, from Riverside Unified School District piggybackable RFP No. 2017/18-12 for the category of Fresh and Processed Produce for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE REQUEST FOR PROPOSAL OF CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOODS RFP NO. 2019-04 FOR THE DISTRIBUTION OF FROZEN, REFRIGERATED, PROCESSED COMMODITY, SNACKS AND DRY FOOD PRODUCTS FOR THE 2020/2021 SCHOOL YEAR**

Background: Nutrition Services conducted the formal bid process for RFP No. 2019-04 Gold Star Foods for the distribution of Frozen, Refrigerated, Processed Commodity, Snacks and Dry Food Products. All submitted bid packets were evaluated and compared for this category. Each food line item meets or exceeds National School Lunch Program and Child and Adult Care Food Program guidelines.

This contract for services is for one-year term of July 1, 2020 through June 30, 2021 with one (1) one-year renewal period upon mutual agreement at the option of the Board of Trustees. Bid sheets are available for review in the Superintendent's office.

Rationale: Food products are necessary elements to the Nutrition Services Department for operation of the School Breakfast Program and National School Lunch Program.

Funding: Nutrition Services Fund.

Recommendation: Approve request for proposal of contract between Fullerton School District and Gold Star Foods RFP No. 2019-04 for the distribution of frozen, refrigerated, processed commodity, snacks, and dry food products for the 2020/2021 school year.

RC:MB:tg

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: RENEW AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY PUBLIC SAFETY FOR SECURITY AND ALARM RESPONSE SERVICES FROM JULY 1, 2020 THROUGH JUNE 30, 2022

Background: The District contracts with an outside company to provide after-hours security monitoring and alarm response for all sites. The District has contracted with Orange County Public Safety for several years and has been satisfied with their performance. Therefore, it is recommended the District contract with Orange County Public Safety to provide these services for the period from July 1, 2020 to June 30, 2022.

Rationale: When District employees are unable to provide necessary services, the District enters into agreements with the appropriate service providers to provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services. This agreement had been a year-to-year agreement in the past. In order to avoid a cost increase, we agreed to sign a two-year agreement starting in 2018.

Funding: Services are provided at an annual rate of \$67,800 from the General Fund.

Recommendation: Renew agreement between Fullerton School District and Orange County Public Safety for security and alarm response services from July 1, 2020 through June 30, 2022.

RC:SS:mm
Attachments

2020-2022 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Orange County Public Safety, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **uniformed, armed security officers as specified in Exhibit A, Scope of Work, attached, to respond to alarm activations, to protect lives and property, and ensure personal safety**, hereinafter referred to as "Services."

2. Term. Contractor shall commence providing Services under this Agreement on **July 1, 2020**, and will diligently perform as required and complete performance by **June 30, 2022**. At that point, all parties will reassess the contract and make any necessary adjustments or revisions as needed.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-three thousand, nine hundred and no cents** dollars (**\$33,900.00**) per six months. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for services must be received within ten calendar days from the first of the month. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: Robert R. Coghlan, Ph.D.,

Contractor:
Orange County Public Safety
1040 E. Whittier Blvd., Suite 205
La Habra, CA 90631
Attn: Al Rodriguez, Co-owner

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this **9th day of June, 2020**.

FULLERTON SCHOOL DISTRICT

By: _____
(Signature)

Robert R. Coghlan, Ph.D.,
Assistant Superintendent, Business Services

(Contractor Name)

By: _____
(Signature)

(Title) _____

-On File-

Taxpayer Identification Number



CA PPO # 16622

ORANGE COUNTY PUBLIC SAFETY
"Service, Pride, Safety"

1040 E. Whittier Blvd
Suite 205
La Habra, CA 90631
P:(951)642-0247
F:(951)346-9344

SERVICE AGREEMENT
(2 YEAR)

This service agreement is made this 9th day of June 2020, by and between:
ORANGE COUNTY PUBLIC SAFETY ("Contractor") and The Fullerton School District ("Client").
SERVICE ADDRESS: 1401 W. Valencia Drive, Fullerton, CA
BILLING ADDRESS: 1401 W. Valencia Drive, Fullerton, CA

1. SCOPE OF SERVICES, AUTHORIZATION: Client authorizes Orange County Public Safety ("Contractor") to enter the property at the service address in order to perform the security services as specified in Exhibit A, entitled "Scope of Work." Client warrants that it is the owner and/or other person in control of such property, or has full authority from such person to grant such authorization. Dedicated Officer and alarm response services shall be performed beginning July 1, 2020.

2. PAYMENT: Contractor shall bill the client for patrol and alarm response services provided. The Client understands and agrees to pay for security services as set forth and agreed to by both client and contractor.

3. SERVICE FEE: The Client agrees to pay **\$33,900** per 6-months for services provided for the Fullerton School District, Fullerton, California. The invoice will be provided to the Client on the 1st of the month, for services to be rendered the 1st of the month through the last day of the sixth month (i.e. an invoice submitted June 1, will be paid by July 1, for services to be rendered through December 31). Payment for services provided must be received within ten (10) calendar days from the first of the month.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless, and defend Fullerton School District and its affiliated entities and personnel from and against any and all claims, allegations, demands, causes of action, damages, cost or expenses, actual attorney's fees, losses, or liability arising out of, or in connection with, Contractor's operations to be performed under this Agreement and due or claimed to be due to the Contractor's negligence or willful acts or omissions, including that of its employees, subcontractors, or agents. The provisions of this paragraph shall apply regardless of any limitation by insurance and shall survive the expiration or termination of this Agreement.

5. TERM: The term of this agreement shall be for ongoing patrol and alarm response services for the Fullerton School District **beginning July 1, 2020 and ending on June 30, 2022**. At that point, all parties will reassess the contract and make any necessary adjustments or revisions as needed. This contract may be terminated by either party with a 30-day notice minimum to terminate in writing.

6. INSURANCE: Contractor agrees to secure all insurance that is required for approval by the Fullerton School District.

7. LIABILITY: Any personal and/or property damage incurred in enforcing any citizen's arrest will be submitted to OCPS's insurance agency/broker for appropriate handling and resolution. All claims will be investigated accordingly with all supporting documentation collected and submitted to handling agency/company by OCPS, client and or any persons making a claim.

8. EMPLOYEES: Client agrees to immediately notify OCPS of any specific concerns or issues observed that they may have with an OCPS officer. Any cause to have any employee removed from Client's property will be investigated immediately. Upon completion and at the sole discretion of the Client, the employee can be removed if justified.

9. HOURS OF SERVICE: The Client shall notify Contractor in writing of any change in hours or type of service. All contact shall be directed to Al Rodriguez, Co-Owner and Director of Business Development, Orange County Public Safety.

10. SECURITY SERVICE: Orange County Public Safety agrees to furnish uniformed, armed security officers, as specified in Exhibit A, to patrol the Client's property and respond to alarm activations, to protect lives and property, and ensure personal safety.

11. TOWING: All tow requests are the responsibility of the Client.

12. LAW OF CONTRACT: The Client agrees that this contract shall be construed in accordance with the laws of the State of California. The parties of this agreement hereby irrevocably agree and confer jurisdiction to the state and/or federal courts located in and for the County of Orange, California, in any and all actions relating to this agreement, and waive any additional venue to which either party may be entitled by domicile or otherwise.

13. INDEPENDENT CONTRACTOR: Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents, or subcontractors, if any, is an employee of Client by virtue of this Agreement or performance of any services under the Agreement.

14. LICENSES, PERMITS, ETC: Contractor represents and warrants to Client that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to conduct its business, all of which shall be in effect during the term of this Agreement.

15. ENTIRE AGREEMENT: This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes any prior oral or written understanding between the parties. This Agreement shall not be modified except by a mutual agreement of the parties in writing.

16. EXHIBITS: The following exhibits are attached and incorporated by reference:

Exhibit A, entitled "Scope of Work"

Authorized Client Signature

Date

Authorized Client Printed Name

Date

Authorized OCPS Co-Owner Signature

Date

Al Rodriguez, OCPS Co-Owner Printed Name

Date

EXHIBIT A

SCOPE OF WORK

SECURITY SERVICES:

- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle during the agreed times of service for alarm response and patrol services Monday through Friday between the hours of 10:00PM and 5:30AM for all schools, including district administrative and maintenance facilities within the respective district.
- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle during the agreed times of service for alarm response and patrol services on weekends, beginning on Friday evening at 10:00PM and ending on Monday morning at 5:30AM.
- OCPS Officers will respond to alarms and investigate any suspicious persons or activities.
- OCPS Officers will complete and submit detailed reports of their findings.
- OCPS will conduct campus and vehicle patrols as agreed upon. Security patrols provide high visibility presence and assist as crime deterrence.
- OCPS will work directly with district administration as well as local law enforcement agencies on issues related to security and public safety for district properties.
- OCPS will provide additional security services to the Fullerton School District upon request. Additional services will be billed separately from this service agreement at a rate reflected by specific services being requested. Please refer to attached amended rate sheet for costs of additional services.
- Any OCPS additional security services to the Fullerton School District will be required to be paid within ten (10) calendar days from date of invoice to Client.
- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle coverage for "Non-Student/Non-Teacher Days, beginning at 10:00PM (refer to Student/Teacher Calendar).
- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle 24-hour coverage for school holidays (refer to Student/Teacher Calendar).
- OCPS will provide a CCW (Concealed Carry Weapon) officer within the district when requested at a rate of \$65.00 an hour with a required four (4) hour minimum for services being requested. The CCW (Concealed Carry Weapon) officer can be requested to be in plain clothing or be in uniform. This does not include a marked patrol vehicle or fire watch officer in the rate.
- OCPS will provide a fire watch officer when requested within the district at a rate of \$65.00 an hour with a required four (4) hour minimum for services being requested. This does not include a marked patrol vehicle or CCW (Concealed Carry Weapon) officer in the rate.

FSD Amended Contract Rates for 2020-2021 & 2021-2022 School Calendar Years

FSD patrol rate (Outside of contract and does not include fire watch officer, marked vehicle, or CCW officer): *\$32 an hour*

CCW (Concealed Carry Weapon) officer rate (Outside of contract and does not include a marked patrol vehicle or fire watch officer and officer is in plain clothes for detail): *\$65 an hour*

Less than 48 hours emergency rate (Does not include marked patrol vehicle or CCW officer): *\$55 an hour* (First 48 hours with less than 48 hours notice will be billed at this rate)

Fire Watch rate (Outside of contract and does not include a marked patrol vehicle or CCW officer): *\$65 an hour*

On-Site Dedicated officer rate (Outside of contract and does not include a marked vehicle, fire watch officer or CCW officer): *\$32 an hour*

Marked patrol vehicle rate (Outside of contracted marked patrol vehicles and does not include an officer/fire watch or CCW officer): *\$6 an hour*

Revised; 05/01/2020

Fullerton School District 2020/2021 Pupil Attendance Calendar

July 2020

4 Independence Day

August 2020

7 Teachers First Day
10 Staff Development
11 All Students Return

September 2020

7 Labor Day
23 Staff Development

October 2020

12 Staff Development

November 2020

11 Veterans' Day Recognition
23 - 27 Thanksgiving Break

December 2020

18 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
21 - 31 Winter Recess

July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

January 2021

January 2021

1 New Year's Day
4 Records Day (Jr. High)
Staff Development (Elem.)
5 All Students Return
18 Martin Luther King Jr. Day

February 2021

February 2021

8 Lincoln's Holiday Observed
15 Presidents' Holiday

March 2021

March 2021

22 - 26 Spring Break

April 2021

April 2021






May 2021

May 2021

28 Last Day of School for all students
31 Memorial Day

June 2021

June 2021

-  Students Return
-  Staff Development Day/Conference Day/Records Day (no student attendance)
-  Non Student Day
-  Students' Last Day
-  Holiday/Breaks (no student attendance)

Quarters (7-8)

Aug. 11 - Oct. 9 (42 days)
Oct. 13 - Dec. 17 (42 days)
Jan. 5 - Mar. 12 (46 days)
Mar. 15 - May 28 (50 days)

Trimesters (K-6)

Aug. 11 - Nov. 6 (61 days)
Nov. 9 - Feb. 26 (59 days)
Mar. 1 - May 28 (60 days)

Misc. Dates

Fall Conference Week: September 21-25, 2020
PreK-6 = Minimum Day
Jr. High Fall Conference: 9/17/20 - 9/18/20
Spring Conference Week: March 8 - 12, 2021
PreK-6 = Minimum Day
Jr. High Spring Conference: 2/18/21 - 2/19/21

180 Student Days

185 Teacher Work Days (*new teachers work 186 days*)

Board Approved:

REVISED: 10/08/2019

March 12, 2019

November 13, 2019

Fullerton School District 2021/2022 Pupil Attendance Calendar

July 2021

4 Independence Day

July 2021							January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30	31					

January 2022

1 New Year's Day
3 Records Day (Jr. High)
Staff Development (Elem.)
4 All Students Return
17 Martin Luther King Jr. Day

August 2021

11 New Teachers First Day
12/13 Staff Development
16 All Students Return

August 2021							February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28					

February 2022

14 Lincoln's Holiday Observed
21 Presidents' Holiday

September 2021

6 Labor Day
22 Full-Day Parent
Conference Day

September 2021							March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30			27	28	29	30	31		

March 2022

21 - 25 Spring Break

October 2021

October 2021							April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													

April 2022

November 2021

1 Staff Development
11 Veterans' Day Recognition
22 - 26 Thanksgiving Break

November 2021							May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				

May 2022

30 Memorial Day






December 2021

17 No Attendance for:
Students, Certificated, &
Classified less than 12 mo.
20 - 31 Winter Recess

December 2021							June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		

June 2022

3 Students' Last Day

-  Students Return
-  Staff Development Day/Conference Day/Records Day (no student attendance)
-  Non Student Day
-  Students' Last Day
-  Holiday/Breaks (no student attendance)

Quarters (7-8)

Aug. 16 - Oct. 15 (43 days)
Oct. 18 - Dec. 16 (37 days)
Jan. 4 - Mar. 18 (51 days)
Mar. 28 - June 3 (49 days)

Trimesters (K-6)

Aug. 16 - Nov. 12 (61 days)
Nov. 15 - Mar. 4 (60 days)
Mar. 7 - June 3 (59 days)

Misc. Dates

Fall Conference Week: September 20-24, 2021

PreK-6 = Minimum Day

Jr. High Fall Conference: TBD

Spring Conference Week: March 14 - 18, 2022

PreK-6 = Minimum Day

Jr. High Spring Conference: TBD

180 Student Days

185 Teacher Work Days (new teachers work 186 days)

Board Approved: February 11, 2020

drafted 11/26/2019

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THRIVELY INC., FOR THE 2020/2021 SCHOOL YEAR

Background: Fullerton School District (FSD) has been exploring different methods of identifying students' learning styles, passions, and interests. Thrively Inc. is an online tool that provides a student learner profile that can be used by students, parents, and teachers to help students better understand themselves and their future options.

Rationale: Thrively Inc., has developed an easy to use online tool that helps identify student learning profiles, identify student passions and possible interests by showcasing "day in the life" videos of various professions. FSD will provide Thrively as a tool to all students and staff to better understand and guide our students to their futures.

Funding: Total cost is not to exceed \$35,000 and is to be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc., for the 2020/2021 school year.

JD:kv
Attachment



Thrively, Inc.
Tax ID#: 46-2938115
www.thrively.com
thrive@thrively.com
(310) 266-0494

3900 W Alameda Ave
Suite 1200
Burbank, California 91505
United States

QUOTE

Quote Number	0900	Fullerton School District
Quote Date	May 29, 2020	1401 W. Valencia Dr.
Total	\$35,000.00	Fullerton, CA 92833
		jeremy_davis@myfsd.org

Item	Description	Unit Cost	Quantity	Line Total
Thrively Pro District License	District-wide license for Thrively Pro for 2020 - 2021 school year	\$35,000.00	1	\$35,000.00
Thrively PD	15 hours of onsite professional development, implementation and planning; included in the district license		1	
Technical Support	Access to our personalized learning coaches to customize Thrively classroom experience		1	

Terms	Subtotal	\$35,000.00
Payable upon receipt	Total	\$35,000.00

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE NETWORK SUPPORT SERVICES AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) BEGINNING WITH JULY 1, 2020 THROUGH JUNE 30, 2021

Background: Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) for network support services. This agreement addresses access to the BiTech Financial System, Payroll Services and the Time and Attendance System. It includes charges for management of the data circuit that connects FSD. OCDE has changed its rates for services and has moved from a multiyear contract to an annual contract for services.

Rationale: OCDE shares the cost of managing the Intranet network with school districts in Orange County. FSD has used these shared services for several years. This will allow us to keep the use of the county financial systems.

Funding: Cost not to exceed \$4,600 and is to be paid from the Innovation and Instructional Support, budget 409.

Recommendation: Approve Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2020 through June 30 2021.

JD:sr:kv
Attachment

2 2020-2021
3 NETWORK SUPPORT SERVICES AGREEMENT
4 FULLERTON SCHOOL DISTRICT

5 This Network Support Services Agreement is hereby entered
6 into this 1st day of July, 2020, by and between the Orange County
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California
8 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton
9 School District, 1401 West Valencia Drive, California 92833,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 Now, THEREFORE, the Parties hereto mutually agree as
13 follows:

14 1.0 BASIS OF AGREEMENT. Provide network support services for data
15 connectivity and support along with DISTRICT internet circuit(s)
16 handoff and Distributed Denial of Services (DDoS) Protection to
17 school districts within Orange County in accordance with the terms
18 and conditions set forth in this AGREEMENT.

19 2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT
20 access to applications and services via the SUPERINTENDENT'S network
21 utilized by the SUPERINTENDENT. Applications and services shall
22 include access to the following:

- 23 1. Payroll Services
- 24 2. Financial (Separate contract required)
- 25 3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract

1 required)

2 6. Data Center Site Services-California (Separate contract
3 required)

4 7. Data Center Site Services-Arizona (Separate contract
5 required)

6 8. Technical Support/Professional Services (Separate contract
7 required)

8 9. Security Consulting Services (Separate contract required)

9 3.0 DDoS PROTECTION. SUPERINTENDENT shall make the best effort to
10 protect against a Distributed Denial of Services (DDoS) attack
11 against the DISTRICT. DISTRICT agrees that network traffic for the
12 DISTRICT may be rerouted during a DDoS attack to a third party
13 entity for protection. DISTRICT also agrees that SUPERINTENDENT may
14 use alternative methods for DDoS protection. DDoS protection
15 mechanism will only need to inspect META Data.

16 4.0 TERM. This AGREEMENT shall be in full force and effect for
17 the period commencing July 1, 2020, and ending on June 30, 2021,
18 subject to termination as set forth in this AGREEMENT.

19 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
20 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
21 not to exceed Four thousand six hundred dollars (\$4,600.00). The
22 charges are based on the actual expenses incurred by SUPERINTENDENT
23 in supporting the connectivity between DISTRICT and SUPERINTENDENT
24 through the circuit, Internet service providers, and vendors
25 providing equipment, lines, services and DDoS Protection. DISTRICT
shall be notified in writing of any increase in charges incurred by

1 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay
2 SUPERINTENDENT the actual charges within thirty (30) days upon
3 receipt of an itemized invoice from the SUPERINTENDENT.

4 6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
5 technical support and assistance on SUPERINTENDENT'S Network between
6 the DISTRICT and SUPERINTENDENT, provided however, that the
7 availability or performance of this technical support service shall
8 not be construed as altering or affecting SUPERINTENDENT'S
9 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
10 technical support via telephone shall be provided to DISTRICT
11 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
12 excluding SUPERINTENDENT'S holidays. Technical support outside of
13 this timeframe will require prior authorization.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTENDENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT'S general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
4 AGREEMENT or the performance of any of the services set forth in
5 this AGREEMENT without prior written approval of the non-assigning
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT. Failure to abide with conditions of this policy
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after
22 deposit in any U.S. Post Office. The address to which notices or
23 demands may be given by either party may be changed by written
24 notice given in accordance with the notice provisions of this
25 section. As of the date of this AGREEMENT the addresses of the
parties are as follows:

1 DISTRICT: Fullerton School District
2 1401 West Valencia Drive
3 Fullerton, California 92833
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 P.O. Box 9050
8 Costa Mesa, California 92628-9050
9 Attn: Patricia McCaughey

10 15.0 SEVERABILITY. If any term, condition or provision of this
11 AGREEMENT is held by a court of competent jurisdiction to be
12 invalid, void, or unenforceable, the remaining provisions will
13 nevertheless continue in full force and effect and shall not be
14 affected, impaired or invalidated in any way.

15 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
16 shall be governed by the laws of the State of California, with venue
17 in Orange County, California.

18 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
19 attached hereto constitute the entire AGREEMENT between
20 SUPERINTENDENT and DISTRICT regarding the services and any agreement
21 made shall be ineffective to modify this AGREEMENT in whole or in
22 part unless such agreement is embodied in an Amendment to this
23 AGREEMENT which has been signed by both Parties. This AGREEMENT
24 supersedes all prior negotiations, understandings, representations
25 and agreements.

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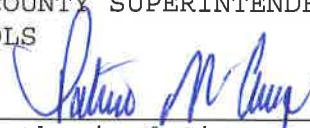
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IN WITNESS WHEREOF, the Parties hereto have caused this
AGREEMENT to be executed.

DISTRICT: FULLERTON SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: March 31, 2020

Fullerton SD(50013)-Network Support Services 2020-2021
ZIP4

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support
SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CLASSCRAFT STUDIOS, INC., FOR THE 2020/2021 SCHOOL YEAR

Background: Classcraft Studios, Inc., is a gamified learning, personalized learning platform or software whereby students consume online instructional content in personalized, gamified pathways.

Rationale: Classcraft Studios, Inc., provides a more robust personalized, gamified learning experience for students than we currently have available. Both their technology and expertise in this area help us realize our goal of personalizing learning experiences for students. Classcraft also embeds in the game behaviour management tools for student collaboration and agency. The rationale is to increase opportunities for teachers to focus on teaching and facilitating learning instead of simply giving directions and managing student behavior.

Funding: Total cost is not to exceed \$2,500 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve agreement between Fullerton School District and Classcraft Studios, Inc., for the 2020/2021 school year.

JD:kv
Attachment



Classcraft

Fullerton Elementary School District - Renewal

Fullerton Elementary School

District

1401 West Valencia Drive
Fullerton, CA 92833
United States

Wes Kriesel

Director, Innovation and
Instructional Support
wes_kriesel@myfsd.org
+1 (858) 876-5433

Reference: 20200528-165009431

Prepared: May 28, 2020
Expires: June 27, 2020
Prepared by: James Shetler
Head of Mid-Market Sales
james@classcraft.com
+1 (514) 475-1229

Jeremy Davis

Asst. Superintendent-
Instruction/Curriculum
jeremy_davis@myfsd.org
(714)447-7478

Products & Services

Item & Description	Quantity	Unit Price	Total
District License Includes premium access for all teachers working with the students, admin dashboard and priority support from July 1st, 2020 to June 30th, 2021.	1000	\$5.00 / year	\$5,000.00 / year for 1 year

Subtotals

Annual subtotal \$5,000.00

Other Fees

Credit from 2019-20 School Year -\$2,500.00

Total \$2,500.00

Purchase Terms

Please submit your purchase order upon digitally signing this agreement. Tax-exempt customers should include their tax-exempt number on their Purchase Order. Quote does not include sales taxes. Sales taxes will be calculated during invoicing, if applicable. Classcraft price quotes are confidential unless disclosure is required by a subpoena or state law.

This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Classcraft with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each renewal term shall incorporate and be governed by Classcraft's then-current pricing.

This Sales Order covers Classcraft services described herein and is governed by the License and Professional Development Agreement available [here](#).

By signing this agreement, I certify that I am authorized to sign on behalf of the customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Jeremy Davis
jeremy_davis@myfsd.org

Michele M. Shively
michele@classcraft.com

Questions? Contact me



James Shetler
Head of Mid-Market Sales
james@classcraft.com
+1 (514) 475-1229

Classcraft Studio Inc.
#220 - 165 Wellington North
Sherbrooke, QC J1H 5B9
CA

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: APPROVE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND POWERSCHOOL GROUP, LLC, FOR POWERSCHOOL STUDENT INFORMATION SYSTEM, POWERSCHOOL LEARNING, POWERSCHOOL SIS ENTERPRISE MANAGEMENT SERVICE AND POWERSCHOOL ENROLLMENT REGISTRATION FOR 2020/2021 SCHOOL YEAR

Background: For the past 15 years Fullerton School District (FSD) has used PowerSchool for the student information system (SIS). The District pays support service and software upgrades for PowerSchool annually. The services agreement is ongoing with a yearly option to renew. Teachers within FSD are using PowerSchool Learning to provide instruction, student discussion forums, differentiated instruction and student-created content, homework, practice exams, student blogs, and more

Parents would be able to electronically enroll new students using the PowerSchool Enrollment Registration option of the service agreement, as well as annually update student information. Data would continue to be stored in a cloud environment that allows for pre-populated forms to be automatically provided for parents to update or approve.

Rationale: For continuity of support and student data, FSD should continue to maintain the services and support agreement with PowerSchool Group, LLC, to support the PowerSchool SIS. PowerSchool Learning will provide FSD with the services to provide online learning environments and teacher web pages for the District. Powerschool enrollment registration will continue to give parents access to online registration and updating information.

Funding: Total cost is not to exceed \$186,381.79. Innovation and Instructional Support will pay \$152,257.49 from budget 409 and \$34,124.30 will be paid from Child Welfare and Attendance, budget 510.

Recommendation: Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System, PowerSchool Learning, Powerschool SIS Enterprise Management Service and PowerSchool Enrollment Registration for 2020/2021 school year.

JD:kv
Attachments



150 Parkshore Dr, Folsom, CA
 95630
 Remit Email:
 renewals@powerschool.com
 FAX: (916) 596-0950
 Quote Date: 5/28/2020
 Quote #: Q-384799-5

Prepared By: Jennifer Irving
 Customer Name: Fullerton School District

Customer Contact: Jeremy Davis
 Title: Assistant Superintendent of Innovation
 and Instructional Support
 Address: 1051 W. Bastanchury Road
 City: Fullerton
 State/Province: California
 Zip Code: 92833
 Phone #: (714) 447-7478

Contract Term: 36 Months
 Start Date: 7/1/2020
 End Date: 6/30/2023

Product Description	Quantity	Unit	Extended Price
Initial Term 7/1/2020 - 6/30/2021			
License and Subscription Fees			
PowerSchool Enrollment Registration	12,840.00	Students	USD 32,485.20
PowerSchool SIS Maintenance and Support	12,840.00	Students	USD 70,876.80
PowerSchool Enrollment Additional Language	2.00	Each	USD 1,639.10

License and Subscription Totals: **USD 105,001.10**

Quote Total

Initial Term	7/1/2020 - 6/30/2021
Initial Term Total	USD 105,001.10

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3% in each following year. On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases as listed previously. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf> .

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

FULLERTON SCHOOL DISTRICT

Signature:



Signature:

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 5-19-2020

Date:

PO Number: _____

Prepared By: Jennifer Irving
 Customer Name: Fullerton School District

 Customer Contact: Jeremy Davis
 Title: Assistant Superintendent of Innovation
 and Instructional Support
 Address: 1051 W. Bastanchury Road
 City: Fullerton
 State/Province: California
 Zip Code: 92833
 Phone #: (714) 447-7478

 Contract Term: 12 Months
 Start Date: 7/1/2020
 End Date: 6/30/2021

Product Description	Quantity	Unit	Extended Price
Initial Term 7/1/2020 - 6/30/2021			
License and Subscription Fees			
PowerSchool Learning	12,840.00	Students	USD 72,289.20
License and Subscription Totals:			USD 72,289.20

Quote Total	
Initial Term	7/1/2020 - 6/30/2021
Initial Term Total	USD 72,289.20

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 5-18-2020

PO Number: _____

Signature:

Printed Name:

Title:

Date:

Prepared By: Jennifer Irving
 Customer Name: Fullerton School District

 Customer Contact: Jeremy Davis
 Title: Assistant Superintendent of Innovation
 and Instructional Support
 Address: 1051 W. Bastanchury Road
 City: Fullerton
 State/Province: California
 Zip Code: 92833
 Phone #: (714) 447-7478

 Contract Term: 12 Months
 Start Date: 8/20/2020
 End Date: 8/19/2021

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 8/20/2020 - 8/19/2021				
License and Subscription Fees				
PowerSchool SIS Enterprise Management Service	1.00	Students	USD 9,091.49	

 License and Subscription Totals: **USD 9,091.49**
Quote Total

Initial Term	8/20/2020 - 8/19/2021
Initial Term Total	USD 9,091.49

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fullerton School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 5-4-2020

Date:

PO Number: _____

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE THE USE OF THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 3-17-84-0052B WITH BLUE VIOLET NETWORKS, LLC, FOR THE PURCHASE OF SECURITY EQUIPMENT

Background: Fullerton School District (FSD) has purchased and standardized on Avigilon brand hardware surveillance cameras and security components.

Rationale: FSD will possibly be expanding its use of these devices in the coming year. Blue Violet Networks, LLC, is the local reseller the District has been using to procure this equipment. California Multiple Award Schedules pricing is generally better than retail pricing for the same equipment.

Funding: If the FSD were to purchase new equipment, the funding would come from either the district's general fund or individual departments budgets.

Recommendation: Approve the use of California Multiple Award Schedules (CMAS) contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

JD:SR:kv
Attachment

State of California
MULTIPLE AWARD SCHEDULE
Blue Violet Networks, LLC

CONTRACT NUMBER:	3-17-84-0052B
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	9/12/2017 through 6/30/2022
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-091GA
BASE SCHEDULE HOLDER:	Blue Violet Networks

This contract provides for the purchase, warranty and installation of security access control systems, surveillance systems, and software maintenance as a product. (See page 2 for the specific brands and restrictions applicable to this contract.)

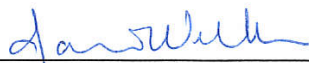
NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

The information technology services offered under this contract can only be provided where they are incidental to and in support of the business solutions developed under this contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



Effective Date: **9/12/2017**

JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND RESILIENT COMMUNICATIONS, LLC, FOR CONSULTING SERVICES FOR THE 2020/2021 SCHOOL YEAR**

Background: Fullerton School District purchased a new phone system last year. Resilient Communications, LLC, was the installer and consultant on the project.

Rationale: The District will possibly need additional consulting and technical support with the new phone system over the coming year. Resilient Communications, LLC, could provide a timely response to these needs and is familiar with our current environment.

Funding: Total cost is not to exceed \$5,000 and is to be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Contract between Fullerton School District and Resilient , LLC for consulting services for the 2020/2021 school year.

JD:SR:kv
Attachment

**Resilient Communications
Work Order For
CONSULTING SERVICES**

Client Name: Fullerton School District

Date: 07/30/2020

**Client Address: 1401 W. Valencia Drive
Fullerton, CA 92833**

This Work Order hereby incorporates and is subject to the terms and conditions of the Resilient Communications General Agreement for Consulting Services in effect as of the date hereof ("Agreement"), and which may be found attached to the end of this document. The preprinted terms of any Client purchase order submitted in conjunction this Work Order shall not add to or vary the terms of the Agreement. In the event of any conflict between the terms of this Work Order and the Agreement, then the terms of this Work Order shall prevail.

Item 1. Resilient Communications agrees to provide qualified communications technical services and consulting services and the related data and applications to the Client's computer systems and data processing and IT systems. These services are to be provided on-site at the Client's facilities at a Resilient Communications office and/or remotely via a Resilient Communications technical support center. A separate letter of understanding document shall be provided by Resilient Communications to the Client at the time of the initial meeting. A copy of this document shall be attached to the Work Order as a Statutory Attachment ("Scope of Work"):

General consulting, tier 2, tier 3 support, on a "best efforts" basis. Services to be provided per written request of the District, per event/request over the next 12 months. T&M, as available, actual hours charged monthly as work is completed.

Not to exceed \$10,000.00 for the annual term, without written request of the District.

Principal Engineer, Standard Hours: Rate \$200/Hr After Hours: \$250/Hr

Item 2. The maintenance period shall be from **07/30/2020** to **07/31/2021**

Item 3. The following rates per hour for consulting services will apply during the performance period: These rates are not applicable for Executive Level IT Business Consulting.

<u>Category</u>	<u>Standard</u>	<u>After-Hours*</u>	<u>After-Hours*</u>
	8:31 am – 5:00 pm Monday - Friday <u>Hourly Rate</u>	5:01 pm – 11:00 pm Monday - Friday <u>Hourly Rate</u>	11:01 pm – 8:30 am Weekends & Holidays <u>Hourly Rate</u>
Principal Consulting Engineer	\$250	\$375	\$500
Network Engineer	\$200	\$300	\$400
Systems Engineer	\$200	\$300	\$400

Local (within Southern California) travel time rates are billed per hour of applicable engineer category labor rates for each visit (round-trip) to Client Name at CLIENT'S PRIMARY ADDRESS.

**Normal Business Hours are hours between 8:00 am and 5:00 pm, Monday through Friday, excluding national holidays. All other hours are considered After-Hours and billed at a premium according to the rate chart provided above.*

Item 4. Billing: Resilient Communications shall invoice Client monthly on a calendar basis. Each invoice shall include the contract number and the date of the invoice. Payment is to be made pursuant to the terms of the General Agreement For Consulting Services.

Item 5. Expenses: Client shall reimburse Resilient Communications for all direct costs related to the Services. Resilient Communications will provide a monthly invoice to the Client for all direct costs incurred. Payment is to be made pursuant to the terms of the General Agreement For Consulting Services. Payment of invoices for Billing and Expenses shall be sent to Resilient Communications, 27068 La Paz Rd, Ste. 468, Aliso Viejo, CA 92656.

Item 6. Special Terms: The Special Terms shall include, by way of example, the number and composition of engineering support personnel. Charges associated with non-engineering personnel, and any other provisions relevant to the services to be performed.

Item 7. Entire Agreement: In addition to the General Agreement and Confidentiality Statement, the entire agreement shall be the Resilient Communications contract and any amendments thereto that have

not been provided to Resilient Communications in accordance with the data and information provided herein or otherwise. Notwithstanding, Resilient Communications shall not be liable for any damages or losses of any kind, including but not limited to, direct, indirect, incidental, consequential, or punitive damages, or any other damages, at the time this Agreement is entered into, which have been or may be incurred by the parties or their respective officers, agents, or employees.

Item 8. Limitation on Liability: Resilient Communications shall not be liable for any damages or losses of any kind, including but not limited to, direct, indirect, incidental, consequential, or punitive damages, or any other damages, at the time this Agreement is entered into, which have been or may be incurred by the parties or their respective officers, agents, or employees. Under no circumstances shall the liability of Resilient Communications under this Agreement exceed the amount of the fee paid.

FOR: Fullerton School District

FOR: Resilient Communications

(Signature)

(Signature)

(Title)

(Title)

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: **APPROVE ONE YEAR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOSYLE CORPORATION FOR THE PURCHASE OF MOBILE MANAGEMENT SYSTEM FOR THE DISTRICTS LAPTOPS AND APPLE TV'S BEGINNING JULY 15, 2020 THROUGH JULY 15, 2021**

Background: Fullerton School District currently has over a thousand devices under the Mosyle Mobile Management System (MDM). The Mosyle MDM has been used to manage laptops and Apple TV's in the District now for over a year.

Rationale: District continues to deploy new devices and replace old ones to support its learning programs. The current contract ends on July 15 and the District would like to continue to manage these devices under this system.

Funding: Cost is not to exceed \$10,890 and is to be paid from the Innovation and Instructional Supports, budget 409.

Recommendation: Approve one year agreement between Fullerton School District and Mosyle Corporation for the purchase of Mobile Management System for the District laptops and Apple TV's beginning July 15, 2020 through July 15, 2021.

JD:SR:kv
Attachment

Fullerton School District

Date of Quote: 06/01/2020

Subscription Length (1-year): 07/15/2020 - 07/15/2021

DESCRIPTION	PRICE	QUANTITY	TOTAL
1-year Premium Subscription Mosyle Manager MDM	US\$ 5.50	2,200	US\$ 12,100.00
Discount <i>Special Discount - 10% Off</i>			(-US\$ 1,210.00)
		Total	US\$ 10,890.00

If you need anything else, please do not hesitate to contact us. Thank you for your interest in Mosyle Manager!

Vendor Info

Mosyle Corporation

For vendor information, contact:
hello@manager.mosyle.com

Prepared for

Debbie Hjorth

debbie_hjorth@myfsd.org
Fullerton School District

CONSENT ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

Prepared by: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE CONTRACT FOR E-RATE COMPLIANCE SERVICES WITH CSM CONSULTING, INC., EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021 WITH AUTOMATIC ANNUAL RENEWALS

Background: The District receives approximately \$500,000 a year under the Federal Communications Commission (FCC) E-Rate program. For the 2017/2018 school year CSM Consulting, Inc., was contracted to provide the E-Rate consulting services for the District working in conjunction with Innovation & Instructional Support. On July 26, 2016, the Board approved this contract which was for a term of one year. The contract stated that if either party wished out of the contract at the end of the fiscal year, the contract can be terminated without penalty. If neither party wished out of the agreement then the contract would automatically renew. While stated in the approved contract, this was not specifically stated within the Board Item.

Rationale: Utilizing a profession E-Rate consultant will ensure the District is claiming the maximum amount possible for reimbursement. The E-Rate reimbursement process is extremely complex. Utilizing a consultant ensures that the District is kept up-to-date on all rules and filing methods. Finally, using a consultant allows staff to work on high-priority District technology projects that are necessary for student achievement.

Funding: Cost not to exceed \$23,500 and is to be paid from the Innovation and Instructional Support, budget 409.

Recommendation: Approve contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2020 through June 30, 2021 with automatic annual renewals.

JD:SR:kv
Attachment



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fullerton School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Assist and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
2. Act as District’s main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement shall amount to \$10,000 plus 10% of the total Form 471 applications filed (total billings not to exceed \$23,500) per year.

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective Term of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2020, or upon execution (whichever is later), through June 30, 2021. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews

- Selective Review Information Request (SRIR)
 - Preparation of USAC and/or FCC appeals
 - Audit support, including Beneficiary Contributor Audit Program
 - Preparation of documentation/reports/presentations for Board meetings or other special meetings
 - Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
 - Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
 - Other E-Rate related services
5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
8. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833**

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, _____ This _____ day of _____, 2020.



_____, Vice President
David T. Cichella

_____, Title _____

_____, Print Name
Fullerton School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2020 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fullerton School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Fullerton School District

Name: _____

Print Name: _____

Title: _____

CONSENT ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Laurie Bruneau, Director of Risk Management
SUBJECT: APPROVE CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR THE COST OF A CROSSING GUARD FOR THE INTERSECTION OF HETEBRINK STREET AND HUTAIN STREET, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

Background: The City of Fullerton's traffic engineers perform traffic studies, when requested by the District, for those intersections near schools that may warrant crossing guards.

A study performed in the spring of 2011 for the intersection of Hetebrink Street and Hutain Street showed that the intersection did not meet the City's established criteria for a crossing guard. However, District staff recommended that in the interest of student safety, the District bear the cost of a crossing guard at the intersection until such time as the City performed another traffic study. An additional study might warrant the placement of a crossing guard by the City (in which case the District would split the cost with the City).

The original contract was for a one-year period. Staff recommends extension of the contract for one additional year.

Rationale: The agreement between the City of Fullerton and the Fullerton School District requires that the cost of a warranted crossing guard be borne by the City of Fullerton. In this case, as the intersection of Hetebrink and Hutain does not as yet meet the criterion for warrants, the District must bear the cost.

Funding: The current cost is not to exceed \$16,920 per year from General Fund (01).

Recommendation: Approve contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2020 through June 30, 2021.

CH:LB:lc
Attachment



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 9, 2020 and is between the FULLERTON SCHOOL DISTRICT (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District’s representative in dealing with the Contractor shall be designated by Fullerton School District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District’s jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Fifty Cents (**\$23.50**) per hour, per Crossing Guard during the term. Based on a minimum of one (1) site the Contractor shall bill a minimum of 4.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (720) hours of service the cost shall not exceed Sixteen Thousand, Nine Hundred and Twenty Dollars (\$16,920.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

DISTRICT

CONTRACTOR

Fullerton School District

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

ADMINISTRATIVE REPORT

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

**FULLERTON SCHOOL DISTRICT
SUNSHINE**

Initial Bargaining Proposal to the Fullerton Elementary Teachers
Association (FETA)
2020-2021
May 28, 2020

As agreed between the parties in Article 4 Section A of the Collective Bargaining Agreement between the Fullerton School District and FETA, the Fullerton School District is “sunshining” to the public its Initial Bargaining proposal for 2020-2021.

Article 8: Hours of Employment

The District has an interest in negotiating unit members’ hours of employment for the 2020-2021 school year.

Article 9: Work Year

The District has an interest in negotiating unit members’ work year for the 2020-2021 school year.

Article 14: Class Size

The District has an interest in negotiating class size for the 2020-2021 school year.

Article 16: Salaries

The District has an interest in negotiating unit member pay and allowances for the 2020-2021 school year.

Article 17: Fringe Benefits

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

The District reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties.

Chad Hammitt, Ed.D.
Assistant Superintendent Personnel Service, Fullerton School District

ADMINISTRATIVE REPORT

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2020/2021 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

**FULLERTON SCHOOL DISTRICT
SUNSHINE**

Initial Bargaining Proposal to the California School Employees Association
and its Fullerton Elementary Chapter 130 (CSEA)

2020-2021

May 29, 2020

The Fullerton School District (District) notifies CSEA of the District's intent to modify or amend the July 1, 2018 through June 30, 2021 agreement as outlined in Article 22 – Reopeners. The District desires to alter or amend the following articles as indicated and present the District's proposals for public discussion in accordance with Government Code §3547:

Article 5: Hours and Overtime

The District has an interest in negotiating unit member hours and overtime for the 2020-2021 school year.

Article 6: Pay and Allowances

The District has an interest in negotiating unit member pay and allowances for the 2020-2021 school year.

Article 8: Health Insurance

The District has an interest in reviewing and negotiating Fringe Benefits for current and retired association members. This includes negotiating the modification of the current plan levels offered to employees.

Article 11: Vacations

The District has an interest in negotiating and modifying the language of this article.

The District reserves the right to add to, delete, or modify these proposals as determined through the negotiation process.

Chad Hammitt, Ed.D.

Assistant Superintendent Personnel Service, Fullerton School District

ADMINISTRATIVE REPORT

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: “SUNSHINE” FULLERTON ELEMENTARY TEACHERS ASSOCIATION’S
2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL
DISTRICT

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

Fullerton Elementary Teachers Association, FETA,
Sunshine Bargaining Proposal Bargaining Agreement
between the Fullerton Elementary Teachers Association, FETA
and the Fullerton School District
June 2, 2020

In compliance with Contractual Language agreed to between FETA and the District, FETA is "sunshining" to the public its intent to reopen negotiations for 2020-2021.

Article 8: Hours of Employment - FETA is interested in addressing several concerns regarding workload for general and special educators.

Article 13: Leaves of Absence - FETA is interested in addressing concerns regarding absences related to COVID-19 for the 2020-21 school year.

Article 14: Class Size - FETA is interested in negotiating class size for the 2020-21 school year.

Article 16: Salaries - FETA is interested in negotiating unit member pay and allowances for the 2020-21 school year.

Article 17: Fringe Benefits - FETA is interested in renewing Fringe Benefits for the 2020-21 school year.

Article 18: Safety - FETA is interested in addressing concerns and rights to work in a safe environment for the 2020-21 school year.

Article 29: Misc. Provisions - FETA is interested in addressing several misc. items including but not limited to the efficacy of all current MOUs.

FETA reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties from the previous settlement.

Pamela Zinnel
FETA Negotiations Chair

ADMINISTRATIVE REPORT

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: “SUNSHINE” CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S (CSEA),
CHAPTER 130, 2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON
SCHOOL DISTRICT

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachment

**Initial Proposal of the
California School Employees Association
and its Fullerton Elementary Chapter 130**

Revised Contract Negotiations

a

The parties have agreed to submit to CSEA and the Fullerton Chapter 130 the following articles of the proposed contract with the School District for the following year.

Article 5 – Hours and Overtime

- CSEA has agreed to provide an additional hour of additional work time per month.

Article 6 – Pay and Allowances

- CSEA has agreed to provide a raise of 2.5%.
- CSEA has agreed to provide a communication allowance of \$100 per month and a tuition allowance of \$100 per month.

Article 8 – Health Insurance

- CSEA has agreed to maintain a standard health insurance plan.

The parties agree that this contract shall be in full force and effect from the date of the last day of the month of August.

Signature

Alta

President

CSEA Fullerton Elementary Chapter 130

ADMINISTRATIVE REPORT

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Assistant Superintendent, Educational Services
SUBJECT: FIRST READING OF NEW BOARD POLICY

Background: The California School Boards Association (CSBA) and District legal counsel provided up-to-date legal templates and recommended revisions for board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new board policy needs to be approved:

New:
Instruction
BP 6181 - Alternative Schools/Program of Choice

The purpose of this Administrative Report will be to afford Board members the opportunity to review the board policy, ask questions, receive clarification, and propose revisions prior to the request for Board approval of the policy at the June 23, 2020 Board of Trustees Meeting.

Rationale: The Fullerton School District recognizes the need for flexible learning models in a changing climate. Alternative schools and programs of choice offer students educational options to best support interests, learning modalities, and academics through a variety of learning platforms. The board policy ensures that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

JL:nm

Fullerton School District

Board Policy

Alternative Schools/Program of Choice

BP 6181

Instruction

Board Adopted:

The Board of Trustees recognizes the need for innovation in providing educational options to students and families in response to a changing world. The Board further recognizes that the effective use of instructional strategies such as independent study, focused or thematic education, and flexible scheduling may increase attendance and improve performance while fostering student engagement.

In order to maximize opportunities for students, parents, and teachers, the Board may establish alternative schools or programs of choice in accordance with law. (Educ. Code § 58500 et seq.) The Board authorizes the Superintendent or designee to establish administrative regulations to implement this policy.

Alternative schools and programs of choice may offer a different structure, learning philosophy, or academic emphasis to accommodate different student needs, interests, and learning styles. Alternative schools and programs of choice may be established in each attendance area or on a districtwide basis, with enrollment open to all students districtwide, or any combination thereof. (Educ. Code § 58505)

Alternative Schools of Choice

The Board of Trustees may establish and maintain one or more alternative schools of choice within the District. Alternative schools may include, but are not limited to, magnet schools, online learning, independent study schools, thematic schools organized around a curricular theme such as the humanities or the arts, and multi-age classrooms.

An alternative school of choice is a school (or separate class group within a school) which is operated in a non-traditional manner and is designed to:

- a) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- b) Recognize that the best learning takes place when the student learns because of his desire to learn.
- c) Maintain a learning situation maximizing student self-motivation and encouraging students in their own time to follow their own interests. These interests may be conceived by students independently or may result in whole or in part from a presentation by teachers of choices of learning projects.
- d) Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter.
- e) Maximize the opportunity for students, teachers, and parents to continuously react to the changing world, including to the community in which the school is located. (Educ. Code § 58500)

Parent Notification

The District shall annually notify parents/guardians of the existence of alternative schools of choice in accordance with law. (Educ. Code § 58501) The parent/guardian of any pupil may request, for consideration by the Board, the establishment of an alternative school program or programs in the District. (Educ. Code § 58502)

Legal Requirements

An alternative school of choice must meet the requirements of law, including the following:

- Student and teacher participation in the alternative school or program must be voluntary. (Educ. Code § 58503)
- Previous classroom performance shall not be a criterion limiting any student from the opportunity of attending an alternative school. (Educ. Code § 58504)
- Alternative schools shall be operated in a manner to maximize the opportunity for improvement of the general school curriculum by innovative methods and ideas developed within the alternative school operation. (Educ. Code § 58507)
- Alternative schools of choice shall be maintained and funded by the District at the same level of support as other educational programs for pupils of the same grade level operated by the District. (Educ. Code § 58507)
- Alternative schools and programs of choice shall meet the same standards for curriculum, instruction, and student performance as traditional schools.
- The District must annually evaluate alternative schools in accordance with law and standards established by the California Department of Education. (Educ. Code § 58510)

Waiver of Education Code Requirements

For the operation of alternative schools, the State Superintendent of Public Instruction may, upon application by the District, waive any provisions of the California Education Code other than those relating to earthquake safety and the provisions relating to alternative schools under Education Code section 58500 et seq. (Educ. Code § 58509) The Board of Trustees may approve applications to the State Superintendent of Public Instruction to request waiver(s) of Education Code provision(s) as it deems necessary for the successful operation of its alternative schools or programs.

Annual Evaluation and Report

The District shall annually evaluate any alternative school(s) of choice it has established as outlined by law. (Educ. Code § 58510) The evaluation shall include testing of basic skills for student participants, and must identify the variables which may have affected student academic achievement. The evaluation process shall also include teacher, parent, and student input from the alternative school. The evaluation report for each alternative school shall be sent to the Superintendent of Public Instruction on or before August 1 following the close of the school year, and after presentation to the District Board of Trustees.

The annual evaluation report shall be prepared and submitted in accordance with guidelines developed by the California Department of Education, Educational Options Office.

The annual evaluation report should, among other things, (a) show how well the alternative school or program of choice is helping students achieve grade-level proficiency; (b) track changes in the school or

program over time; (c) identify any assistance needed in meeting its objectives; and (d) provide community-wide information about its accomplishments

Independent Study

Any alternative school or program of choice based on an independent study model (fully or partially) must meet all legal requirements relating to Independent Study, unless a waiver is obtained from the Superintendent of Public Instruction. (Educ. Code § 51745 et seq., 5 CCR § 11700 et seq.)

By law, participation in an independent study program must be voluntary and requires compliance with an independent study contract signed by parent/guardian. If a student fails to turn in work as prescribed, the District will evaluate whether independent study continues to be appropriate for that student, and may exit the student from the program if the terms of the contract are not fulfilled.

No student with an individualized education program may participate in any independent study program unless his or her individualized education program specifically provides for that participation because the student is able to receive a free appropriate public education in the program. (Educ. Code § 51745(c))

Establishment of New School (CDS Code)

If a new alternative school (rather than a program within a school) is established, the District may apply for a new County-District-School (CDS) Code in accordance with the standards and procedures established by the California Department of Education. In order to qualify as a "school," the following generally applies:

1. The Board has taken action to establish the school
2. The Board has named the school or established a process by which the school will be named.
3. The school has an appropriately credentialed administrator (usually a principal) who is responsible for all aspects of school administration (e.g., hiring staff, fiscal responsibility) and who is treated the same as other principals in the District.
4. The school has an approved budget as a separate school, and the budget structure is consistent with the budget structure of other schools operated by the District.
5. The school has appropriately credentialed teachers and clerical support staff.
6. A facility, consisting of one or more buildings, or an identified set of rooms, has been acquired, with a street address. The school facility is "Field Act safe" or necessary exceptions have been obtained.
7. Students are enrolled in the school, unless the school is in the last stages of formation.
8. School records are kept separately from those of other schools.
9. The school implements a curriculum that fully meets state requirements as specified in the Education Code relating to required courses of study.
10. The school administers California statewide assessment tests to its students at the required grade levels.

Legal Reference:

EDUCATION CODE

35160.5 Intradistrict open enrollment

48980 Parental notifications

52052 Accountability; numerically significant student subgroups

58500-58512 Alternative schools and programs of choice

CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model

11705 Charter schools as alternative schools

COURT DECISIONS

American Civil Rights Foundation v. Los Angeles Unified School District, (2008) 169 Cal.App.4th 436

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Creating and Sustaining Successful K-8 Magnet Schools, September 2008

Innovations in Education: Successful Magnet High Schools, September 2008

WEB SITES

California Department of Education, Alternative Schools of Choice: <http://www.cde.ca.gov/sp/eo/as>

Foundation for California Community Colleges, Early College High School Initiative:

<http://www.foundationccc.org/ECHS>

U.S. Department of Education, Office of Innovation and Improvement: <https://innovation.ed.gov>

(12/92 7/00) 7/09

DISCUSSION/ACTION ITEM

DATE: June 9, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130 PURSUANT TO COVID-19 AND WORK SCHEDULES**

Background: The worldwide coronavirus pandemic has led to the temporary closure of Fullerton School District schools and many other businesses, which has impacted many of our classified employees family members and their ability to work and receive pay. The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

Rationale: This MOU between the District and CSEA addresses the current need of the District while maintaining the respect and recognition of the rights of CSEA employees.

Funding: Not applicable.

Recommendation: Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING (MOU)
Between the California School Employees Association and its Fullerton
Elementary Chapter 130
and
Fullerton School District
May 8, 2020
CORONAVIRUS (COVID-19) PANDEMIC RESPONSE

This Memorandum of Understanding is agreed to between the Fullerton School District (District) and the California School Employees Association and its Fullerton Elementary Chapter 130 (CSEA) concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students.
- 2) The District will train its employees, as appropriate by classification, in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District and CSEA recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health, but the District will make all reasonable efforts to make the appropriate supplies available. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) In line with the statewide mandates to stop the spread of the coronavirus, it is important the parties recognize the need to minimize potentially infectious interactions within District operations.
 - a. In the event a CSEA bargaining-unit employee is unable to report to work or work from home due to being exposed to coronavirus or having taken ill with


coronavirus, having been directed to self-quarantine for reasonable cause, or being required to care for a child due to school or daycare closures; the employee may use available leaves without fear of reprisal including first using leaves provided under the Families First Coronavirus Response Act of which they are eligible. Employees who have exhausted accrued sick leave may use extended sick leave. Such leaves will be construed as liberally as possible.

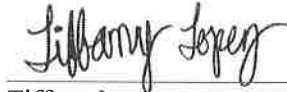
- b. CSEA bargaining unit members who are unable to report to work at a District work site due to being 65 years of age or older, being at high-risk due to underlying health conditions as defined by the CDC, being directed to stay home by a medical provider due to the unit member being responsible for the care of a child/dependent/parent who is at high-risk per medical provider's written opinion, or any other COVID-19 related medical reason accompanied by a medical provider's note; shall be permitted to work from home. The District and the unit member's supervisor shall make a reasonable attempt to assign the unit member work that will be completed at home. The unit member will work with his/her supervisor to arrange a means to collect work materials, equipment, and/or other items that are required to complete work from home assignments. Any requirement to come to work for a brief time period shall be conducted according to the District's social distancing protocols and the use of PPE as required.
 - c. Unit members shall agree to inform the District, when with reasonable evidence, they believe they have been exposed to an individual who has tested positive for coronavirus and shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and/or difficulty breathing.
 - d. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
 - e. Any remote work arrangement is subject to the approval of the District. The District will make reasonable efforts to accommodate any employees working from home remotely with proper equipment.
- 4) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.
 - 5) The District retains the right to contact employees during the closure period to direct only essential employees to return to work as needed in order to provide essential services or information to the District. In the event that the District continues to provide meals for students during any closure, the District shall ensure that an administrator and adequate number of staff are onsite and available to ensure security.
 - 6) Unit members required to physically report to a job site or assigned work location to complete essential duties, in the event of a school closure, shall be provided with

personal protective equipment (PPE) as available, recognizing the current national shortages, to minimize the risk of exposure to COVID-19 and shall be paid at their regular rate of pay, unless mandated under local, state, or federal order or law that these employees receive additional pay. The parties agree to include in salary negotiations for the 2020-2021 school year the discussion of compensation for staff who provided essential services on school campuses/District facilities and had contact with the community/public during the temporary school closure and Governor's Safer at Home Order.


- 7) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Orders N-26-20, N-33-20, and any other Executive Orders affecting K-12 public schools. Further, the District will comply with all additional federal, state, and local orders. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to pandemic.
- 8) In the event the District seeks to add additional school days to the 2019-20 school year or the 2020-21 school year, the District will seek to staff such additional days within the current work year of CSEA unit members. If the additional school days exceed the work year of CSEA unit members, these days will be considered additional workdays and shall first be offered to unit members by order of seniority. Such work shall be compensated at least the same as during the regular school year. The District and CSEA shall meet and confer prior to offering additional workdays to employees on a voluntary basis.
- 9) The parties agree that any probationary or permanent employee who was to be evaluated in March 2020 or anytime during the temporary school closure period, will have their evaluation period suspended and will be evaluated within sixty (60) days of the schools being reopened and the Governor's stay home order being lifted. Probationary classified employees' six (6) month probationary period shall not be affected by temporary school closures due to COVID-19.
- 10) The District shall accept and consider requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8.
- 11) The parties agree to reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.
- 12) This MOU shall expire and be of no further force or effect on the earlier of either a public health declaration that the COVID-19 pandemic has passed or June 30, 2020, whichever comes first and shall not establish any precedent or past practice.

California School Employees Association
and its Fullerton Elementary Chapter 130

 5-8-20
Al Lacuesta Date
Chapter President, CSEA Chapter 130

 5/8/20
Tiffany Lopez Date
CSEA Labor Relations Representative

Fullerton School District

 5/8/20
Chad Hammitt, Ed.D. Date
Asst. Superintendent, Personnel Services

Discussion/Action Item

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE MASTER LEASE PURCHASE AGREEMENTS # 450-0020571-000 and # 450-0020571-001 BETWEEN WELLS FARGO VENDOR FINANCIAL SERVICES, LLS AND FULLERTON SCHOOL DISTRICT TO REFRESH THE DISTRICT'S STUDENT IPAD VIP PROGRAM, DISTRICT OFFICE AND VARIOUS SITES TO PURCHASE IPADS AND/OR APPLE COMPUTERS BEGINNING JULY 1, 2019 THROUGH JUNE 30, 2025**

Background: Fullerton School District (FSD) currently has a Visual Innovation Program (VIP) that provides iPads to all 5th to 8th grade students. These devices are refreshed and replaced every 4 years in order to ensure students can interact with current apps, curriculum, and assessments. School sites have expressed interest in paying for devices and for teacher and lab computers across the life of the devices. FSD is also entering into a 5 year lease for Apple Computers for students as well as staff computers.

Rationale: The District is utilizing a lease to own program with Apple, Inc. in order to spread out the costs to the District across the life of the devices. The interest rate is 0.99% with a one dollar buyout at the end of the four-year lease for iPads, and five-year lease for laptops and desktops. This program will allow sites to refresh teacher computers and computer labs for elective classes across the life of the devices as well.

Funding: Cost is not to exceed \$377,000 per year for the first four years and \$135,500 for the fifth year. Cost will be paid from multiple budgets. The Innovation and Instructional Support budget #409 will pay the bulk of the payments with the remainder coming from various school sites.

Recommendation: Approve Master Lease Purchase Agreements #450-0020571-000 and #450-0020571-001 between Wells Fargo Vendor Financial Services, LLS and Fullerton School District to refresh the District's Student iPad VIP Program, District Office and various school sites to purchase iPads and/or Apple Computers beginning July 1, 2020 through June 30, 2025.

JD:kv
Attachment

Lease Documentation Checklist

Documents Required Prior to Shipment

Master Lease Purchase Agreement	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.	_____
Schedule (Exhibit A)	Lessee Signature, Name/Title & Execution Date	_____
Opinion Of Counsel	To be printed on Attorney's Letterhead.	_____
Contact Information	Please complete with the appropriate contact information	_____
Insurance Coverage and Purchase Order Requirements (Exhibit E)	Complete name of insurance company and contact information. Purchase Order(s) must include: Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature. Additionally, please provide third party vendor contacts (<i>if applicable</i>). Apple will contact third party vendor(s) regarding invoice remittance.	_____
IRS Form 8038-G	Complete per instructions and sign.	_____
Essential Use Audit	Complete in its entirety.	_____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_____
Partial Ship Letter	Please insert date, Lessee PO #, Lessee signature and title	_____
Board Resolution or Minutes Approving the Lease Purchase	Please provide a copy.	_____

Documents Required Prior to Funding

Originals of all the above

Please mail to:

Wells Fargo Vendor Financial Services
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Insurance Certificate or
Self-Insurance Letter

Provide All Risk Personal Property and General Liability
Coverage listing Apple Inc. and its assigns as "Loss Payee"
and "Additionally
Insured" or provide a self insurance letter as described in the
"Insurance Coverage Requirements." _____

Acceptance Certificate (Exhibit B)

Lessee Signature, Name/Title & Execution Date. *Sign upon
Acceptance.* _____

Advance Lease Payment

Invoice attached, if applicable. _____

Master Lease Purchase Agreement No. 450-0020571

This Master Lease Purchase Agreement # **450-0020571** dated as of _____, 20_____ (this "Master Lease") is entered into by and between WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Lessor"), and FULLERTON SCHOOL DISTRICT ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee, attached as Exhibit A; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the Master Lease, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) Lease Payment Instructions substantially in the form attached as Exhibit D; (i) Insurance Coverage Requirements in the form attached as Exhibit E; (j) an opinion of Lessee's counsel substantially in the form attached as Exhibit F; and (k) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENTNot applicable.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall promptly inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hererof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make

available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver written notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH THE VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor all Lease Payments and other payments without abatement or set off for any dispute with the Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Vendor of its obligations under the Product Warranty offered by Vendor for the Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under the Master Lease or any such Lease. In the event Lessor terminates pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under the Master Lease or a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior written consent, which consent will not be unreasonably withheld, except that any Equipment that is intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment

will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS MASTER LEASE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment; and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to and accepted by Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss or damage to Lessor and shall, within fifteen (15) business days after such loss or damage, at Lessee's option,: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification; (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's written approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18, purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18 only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's written request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least thirty (30) days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's written request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within ten (10) business days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Except in the event of nonappropriation as set forth in Section 6, Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within thirty (30) days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease, and does not correct the default within thirty (30) days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15; (e) the Equipment or any portion thereof is used in a manner not authorized by, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor.

17. REMEDIES. Upon the occurrence of an Event of Default under the Master Lease or a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Master Lease or a Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) without terminating the Lease Term under such Lease, (i) require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease; and (d) require Lessee to remove all proprietary data from the Equipment, holding Lessor harmless if Lessee fails to do so. To the extent Lessee does not return the Equipment in a timely manner pursuant to Section 17(c)(i), upon prior notice, and in accordance with the district's security policies and applicable law and process, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under the Master Lease or any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder. If Lessor permits an early termination, the purchase price Lessor may quote to Lessee may include a prepayment fee, as set forth in Exhibit A.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is delivered to Lessor's carrier. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten (10) fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease, or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon prior written notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under the Master Lease and Lessor's security interest in the Equipment under a Lease to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests

about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (b) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (c) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Master Lease or any Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under the Master Lease and any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: WELLS FARGO VENDOR FINANCIAL SERVICES, LLC

LESSEE: FULLERTON SCHOOL DISTRICT
1401 W VALENCIA DRIVE, FULLERTON, CA 92833

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

FED TAX ID#

FED TAX ID#: _____

EXHIBIT A

Lease Schedule No. 000, _____ 20____ to Master Lease Purchase Agreement # 450-0020571 Dated _____

This Lease Schedule No. 000 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 450-0020571 dated _____, ("Master Lease"), and is effective as of _____, 20____. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Master Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes.

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$952,731.45 as such equipment is more particularly described in invoices presented to Wells Fargo Vendor Financial Services, LLC, as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 1401 W Valencia Drive, Fullerton, CA 92833	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Commencement	7/15/2020				\$952,731.45
1	7/15/2020	\$241,713.96	\$0.00	\$241,713.96	\$711,017.49
2	7/15/2021	\$241,713.96	\$7,039.08	\$234,674.88	\$476,342.61
3	7/15/2022	\$241,713.96	\$4,715.80	\$236,998.16	\$239,344.45
4	7/15/2023	\$241,713.96	\$2,369.51	\$239,344.45	\$0.00
Totals		\$966,855.84	\$14,124.39	\$952,731.45	
Promotional Interest .99%					

Lessee acknowledges that the discounted purchase price for the Lease is \$930,854.13 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.59 % per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

Provided Lessee is not in default under this Lease, Lessee has the right to prepay in full, but not in part, all of Lessee's obligations under this Lease (the "**Prepayment**") prior to the end of the scheduled Lease Term. Any Prepayment shall be made in the Prepayment Amount calculated as of the Effective Prepayment Date. "**Prepayment Amount**" means the sum of: (a) all Lease Payments and all other sums due but unpaid under this Lease as of the time of the Effective Prepayment Date, plus (b) the present value of all Payments to become due during the remainder of the Term, calculated using the promotional interest rate set forth herein, plus (c) the corresponding "**Prepayment Fee**". The Prepayment Fee shall equal one percent of the amount described in clause (b) of this paragraph as of the Effective Prepayment Date (unless we choose, at our discretion, to charge a lesser amount). "**Effective Prepayment Date**" means the scheduled payment due date on which the Prepayment Amount is received by us, or if not received on a scheduled payment due date, the next scheduled payment due date following receipt of the Prepayment Amount. **IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this Lease may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

<p>LESSOR: WELLS FARGO VENDOR FINANCIAL SERVICES, LLC</p> <p>SIGNATURE: _____</p> <p>NAME / TITLE: _____</p> <p>DATE: _____</p>	<p>LESSEE: FULLERTON SCHOOL DISTRICT</p> <p>SIGNATURE: _____</p> <p>NAME / TITLE: _____</p> <p>DATE: _____ FED TAX ID #: _____</p> <p>ADDRESS: 1401 W VALENCIA DRIVE FULLERTON, CA 92833</p>
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EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Lease Schedule No. 000 dated _____, 20____, (the "Schedule") to Master Lease Purchase Agreement # 450-0020571 Agreement, dated as of _____, between Wells Fargo Vendor Financial Services, LLC, as Lessor, and FULLERTON SCHOOL DISTRICT, as Lessee.

Wells Fargo Vendor Financial Services is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under the Master Lease exists at the date hereof.

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: FULLERTON SCHOOL DISTRICT

Signature: _____

Printed Name/Title: _____

Date: _____

PLEASE RETURN PAYMENT REQUEST TO:

**Wells Fargo Vendor Financial Services
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314
Telephone: _____
Attn: Customer Service**

EXHIBIT C

INCUMBENCY CERTIFICATE

MASTER LEASE PURCHASE AGREEMENT # 450-0020571 dated _____

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and each Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and each applicable Schedule are genuine.

LESSEE: **FULLERTON SCHOOL DISTRICT**

Signature: _____
Printed
Name/Title: _____
Date: _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

CONTACT INFORMATION

Pursuant to the Master Lease Purchase Agreement # 450-0020571 dated _____, (the "Master Lease"), Schedule No.000 and No. 001, between **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC** (the "Lessor"), and **FULLERTON SCHOOL DISTRICT** (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Master Lease.

INVOICE MAILING ADDRESS:

SHIP TO ADDRESS:

EARLIEST DATE THE DELIVERY CAN BE ACCEPTED:

Mail invoices to the attention of: _____

Phone: _____
Cell: _____
Email: _____

Digital Product Contact: _____

Phone: _____
Cell: _____
Email: _____

Primary Contact: _____

Phone: _____
Cell: _____
Email: _____

Summer – Primary Contact: _____

Phone: _____
Cell: _____
Email: _____

Secondary Contact: _____

Phone: _____
Cell: _____
Email: _____

Summer – Secondary Contact: _____

Phone: _____
Cell: _____
Email: _____

Product Delivery Contact: _____

Phone: _____
Cell: _____
Email: _____

Product Delivery – Second Contact: _____

Phone: _____
Cell: _____
Email: _____

Master Lease Purchase Agreement No: 450-0020571
Lease Schedule #: 000 and 001
Dated:
FULLERTON SCHOOL DISTRICT

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

- 2) Property Damage & Loss Coverage –

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) **Wells Fargo Vendor Financial Services, LLC**, named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

**Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **Wells Fargo Vendor Financial Services, LLC**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

PURCHASE ORDER REQUIREMENTS

In order to expedite your order appropriately and as quickly as possible, we ask that your Purchase Order contain the following information, if applicable. If you have any questions regarding this information, please feel free to contact us at any time.

- 1. Purchase Order Should be made out to:
- 2. Purchase Order Number
- 3. Purchase Order Date
- 4. Quote/Proposal Number and Total Amount of Quote
- 5. Physical Ship To Street Name/Address
- 6. Bill to Address
- 7. Lease Schedule Reference, Example:
"Per Lease Schedule #: 450-0020571-000 or 450-0020571-001 "
- 8. Authorized Signature
- 9. Configure to Order (CTO) Specifications **(if applicable)**
- 10. Personalization Text **(if applicable)**
- 11. Taxes **(if applicable)**
- 12. E-waste Fees **(if applicable)**

Essential Use Audit

Lessee Contact Name / Position _____ Phone Number: _____

- 1) Please clarify legal name of proposed lessee? _____
- 2) Is any equipment to be leased replacing any existing equipment? Yes No (If No, proceed to question 3)
- What percentage of the equipment to be leased is replacement? _____%
- How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs
- Why is the existing equipment being replaced? _____
- _____
- What will be done with the replaced equipment? _____
- _____
- 3) For what purpose is the equipment being acquired? (Provide detail if possible.)
- Educational Use (Such as Schools or Universities)
- Administrative Use (Such as State or County Offices)
- Outdoor Use (Such as Golf Course or Public Common Areas)
- Other Use _____
- 4) Was the equipment/lease placed for competitive bid? Yes No
- If No**, why was a bid not required?
- Covered under state contract (Contract name and # _____)
- Size of transaction does not require competitive bid (What documentation _____)
- Transaction exempt from bidding process pursuant to current statutes (statute # _____)
- (Please attach copy of statute if available)
- Other _____
- 5) What is the source of funds for repayment of this obligation?
- Local Property Taxes
- State Unrestricted Revenues
- Federal Financial Assistance
- Chapter I
- Chapter II
- Other _____
- 6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No
- If No**, why is the obligation not included in an approved budget? _____
- _____
- 7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____
- _____
- To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No
- If Yes**, please provide details _____
- _____
- 8) Will a Purchase Order be issued for this transaction? _____
- 9) Is a Purchase Order # required on the Invoice for prompt payment? _____

Completed By: _____

Signature	Title	Printed Name	Phone
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EXHIBIT D

INVOICE

Remit Payment To:

**Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
450-0020571-000		1-800-535-1680	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV450-0020571-000	June 4, 2020	7/15/20	\$241,713.96

SOLD TO:

**FULLERTON SCHOOL DISTRICT
1401 W VALENCIA DRIVE
FULLERTON, CA 92833**

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
450-0020571-000	7/15/20	Advanced Lease Payment	\$241,713.96

*****Please return your payment with this invoice. Your payment is due at the time of lease commencement.*****

(School or District Letterhead)

Date:

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Dear Jayne Adams-Griffin,

FULLERTON SCHOOL DISTRICT will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date		
			▶ _____ Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ _____			Firm's EIN ▶ _____	
	Firm's address ▶ _____			Phone no. _____	

8038-G Instructions available at: <http://www.irs.gov/pub/irs-pdf/i8038g.pdf>

EXHIBIT G

(To be printed on Attorney's Letterhead)

[Form Opinion of Counsel]

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Re: Schedule No. 000 and 001 dated _____, 20____ to Master Lease Purchase Agreement #450-0020571 dated as of _____, between Wells Fargo Vendor Financial Services, LLC, as Lessor, and FULLERTON SCHOOL DISTRICT, as Lessee.

Ladies and Gentlemen:

As legal counsel to FULLERTON SCHOOL DISTRICT (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement # 450-0020571 dated as of _____, and Exhibits thereto (collectively, the "Agreement") by and between Wells Fargo Vendor Financial Services, LLC (the "Lessor") and the Lessee, and an executed counterpart of Schedule No. 000 and 001 dated _____, 20____ (the "Schedule") to the Agreement, by and between the Lessor and the Lessee, which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) a certified copy of the resolution (the "Authorizing Resolution") of the governing body of the Lessee which, among other things, authorizes the Lessee to enter into the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Lease Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinion:

- (1) Lessee is duly organized and legally existing as a State entity, city, county, school district, special district or other state or local government unit under the laws of the State of CA, with full power and authority to enter into, and perform its obligations under, the Lease;
- (2) The Lease has been duly authorized, executed, and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;
- (3) The person or persons signing the Lease have the authority to do so and have acted within the full authorization of the Lessee's governing body.
- (4) Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease and the transactions contemplated thereby, and the Authorizing Resolution was duly adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
- (5) There is no proceeding pending or, to the best of my knowledge (after diligent inquiry), threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.
- (6) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year and such monies have been properly budgeted and appropriated for this purpose in accordance with all applicable laws.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Lease Payments, are entitled to rely on this opinion.

Printed Name
Signature

EXHIBIT A

Lease Schedule No. 001, _____ 20_____ to Master Lease Purchase Agreement # 450-0020571 Dated _____

This Lease Schedule No. 001 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 450-0020571 dated _____, ("Master Lease"), and is effective as of _____, 20____. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Master Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes.

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$662,673.70 as such equipment is more particularly described in invoices presented to Wells Fargo Vendor Financial Services, LLC, as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 1401 W Valencia Drive, Fullerton, CA 92833	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Commencement	7/15/2020				\$662,673.70
1	7/15/2020	\$135,158.80	\$0.00	\$135,158.80	\$527,514.90
2	7/15/2021	\$135,158.80	\$5,222.40	\$129,936.40	\$397,578.50
3	7/15/2022	\$135,158.80	\$3,936.03	\$131,222.77	\$266,355.73
4	7/15/2023	\$135,158.80	\$2,636.92	\$132,521.88	\$133,833.85
5	7/15/2024	\$135,158.80	\$1,324.95	\$133,833.85	\$0.00
Totals		\$675,794.00	\$13,120.30	\$662,673.70	
Promotional Interest .99%					

Lessee acknowledges that the discounted purchase price for the Lease is \$642,522.28 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.59 % per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

Provided Lessee is not in default under this Lease, Lessee has the right to prepay in full, but not in part, all of Lessee's obligations under this Lease (the "Prepayment") prior to the end of the scheduled Lease Term. Any Prepayment shall be made in the Prepayment Amount calculated as of the Effective Prepayment Date. "Prepayment Amount" means the sum of: (a) all Lease Payments and all other sums due but unpaid under this Lease as of the time of the Effective Prepayment Date, plus (b) the present value of all Payments to become due during the remainder of the Term, calculated using the promotional interest rate set forth herein, plus (c) the corresponding "Prepayment Fee". The Prepayment Fee shall equal one percent of the amount described in clause (b) of this paragraph as of the Effective Prepayment Date (unless we choose, at our discretion, to charge a lesser amount). "Effective Prepayment Date" means the scheduled payment due date on which the Prepayment Amount is received by us, or if not received on a scheduled payment due date, the next scheduled payment due date following receipt of the Prepayment Amount. **IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this Lease may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

LESSOR: WELLS FARGO VENDOR FINANCIAL SERVICES, LLC SIGNATURE: _____ NAME / TITLE: _____ DATE: _____	LESSEE: FULLERTON SCHOOL DISTRICT SIGNATURE: _____ NAME / TITLE: _____ DATE: _____ FED TAX ID #: _____ ADDRESS: 1401 W VALENCIA DRIVE FULLERTON, CA 92833
---	---

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Lease Schedule No. 001 dated _____, 20____, (the "Schedule") to Master Lease Purchase Agreement # 450-0020571 Agreement, dated as of _____, between Wells Fargo Vendor Financial Services, LLC, as Lessor, and FULLERTON SCHOOL DISTRICT, as Lessee.

Wells Fargo Vendor Financial Services is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under the Master Lease exists at the date hereof.

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: FULLERTON SCHOOL DISTRICT

Signature: _____

Printed Name/Title: _____

Date: _____

PLEASE RETURN PAYMENT REQUEST TO:

**Wells Fargo Vendor Financial Services
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314
Telephone: _____
Attn: Customer Service**

EXHIBIT D

INVOICE

Remit Payment To:

**Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
450-0020571-001		1-800-535-1680	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV450-0020571-001	June 4, 2020	7/15/20	\$135,158.80

SOLD TO:

**FULLERTON SCHOOL DISTRICT
1401 W VALENCIA DRIVE
FULLERTON, CA 92833**

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
450-0020571-001	7/15/20	Advanced Lease Payment	\$135,158.80

*****Please return your payment with this invoice. Your payment is due at the time of lease commencement.*****

(School or District Letterhead)

Date:

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Dear Jayne Adams-Griffin,

FULLERTON SCHOOL DISTRICT will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
			▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

8038-G Instructions available at: <http://www.irs.gov/pub/irs-pdf/i8038g.pdf>

DISCUSSION/ACTION ITEM

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: ONLINE AGENDA SOFTWARE FOR BOARD AGENDAS AND MEETINGS

Background: The District currently utilizes basic PDF software for creating board agendas. This process takes significant staff time and causes problems with agenda item versions being transferred between staff members, management, and others as many different staff members have input on many board agenda items. Our Superintendent's Executive Assistant winds up doing a significant amount of work that can easily be done by software.

Rationale: The District can shift to an online program built for board agendas that allows each department to create agenda items, import attachments, and have multiple staff members working on documents in a centralized program that builds board agendas across a multiple week period and relieves work load from secretaries and staff. Workflows for multiple staff members and management members would create significant efficiencies for all District departments. Board minutes should be taken in a software program and votes should be recorded in a method that allows for uploading to minutes in a web format that becomes more searchable for the general public. These programs can make it easier to run a board meeting with the public viewing information as well as making the agendas more user-friendly. Some of these programs include a web portal for searchable board policies. Staff recommends voting to approve the purchase of the BoardDocs online agenda software solution.

Funding: Cost would be between \$7,000 - \$50,000, depending on the option chosen.

Recommendation: Online Agenda software for Board Agendas and meetings.

JD:cs
Attachment

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and FULLERTON SD of Fullerton, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, CSBA will contact Subscriber to set up Subscriber’s Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber’s devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber’s information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the Service

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services); (d) frame or mirror any content forming part of the Services; or (e) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

FULLERTON SD of Fullerton

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Signature

Printed Name

Date

Title

Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

ATTACHMENT A

Subscriber is contracting for and agrees to pay for the following Services described in this Attachment. Subscriber will be billed for these services pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscription may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. to be provided through GAMUT:

Module	Fee
GAMUT Policy ¹	\$4,065(Current Service)
GAMUT Policy <i>Plus</i>	N/A
GAMUT Meetings	\$7,500 (New Service)

2. Training and Set Up Fees. Subscriber agrees is contracting for the following training and site set up:

Module	Fee
Set Up Fee ²	\$250
On Site Training ³	N/A

California School Boards Association

FULLERTON SD of Fullerton

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Signature

Printed Name

Date

Title

Date

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.



BoardDocs®

A DILIGENT BRAND

BoardDocs Pro and Pro Plus

Executive Overview

BoardDocs® Pro is a state-of-the-art, cloud-based Board Management Service developed specifically for public governing bodies. BoardDocs provides a means of immediately publishing and revising agenda items, supporting documents, and policies and procedures via the Internet. Staff Members can quickly and easily create, approve and track agenda items and other correspondence. BoardDocs services offer governing bodies a simple way to eliminate paper-based and less advanced electronic processes while maintaining a searchable, legal repository for all documents.

BoardDocs improves governance by making documents readily available to governing bodies, designated staff and the public in a professional, easy-to-access format. Staff maintains total control over who sees what information - and when.

Benefits Summary

In addition to dramatic improvements in governance processes and board effectiveness, our subscribers consistently report substantial annual cost savings, time-of-staff savings of up to 75%, increased transparency with stakeholders and multiple environmental benefits.

BoardDocs Pro: Features and Benefits

Meeting Control Panel

BoardDocs Pro provides comprehensive tools for meeting management. The core of our meeting management is the Meeting Control Panel (MCP). Using the MCP, designated meeting moderators have the ability to move agenda items in and out of consent, re-order the agenda, record motions, record voting, enable online voting and take notes for inclusion in the minutes.

“Follow Me” Technology

With BoardDocs Pro “Follow Me” technology, it’s easy to be sure that everyone is on the same page. As the meeting moderator moves through the meeting, the governing body members can follow along. They simply click on the blinking agenda item at any time and are immediately taken to the current agenda item.

Voting

BoardDocs Pro is easily customizable and can collect actions in two ways. Organizations can designate a moderator to record the action details during or after the meeting, or the built-in online voting system can be used.

BoardDocs Pro also supports consent agenda items. Using the consent feature, the board can vote on several agenda items at once and BoardDocs Pro populates the resulting vote in each agenda item. Items can be removed from or added to the consent agenda in real time, during the meeting, with a simple click by the meeting moderator.

ScoreBoard

No matter how action information is recorded, BoardDocs Pro can share the results with the public in real time. ScoreBoard is an automated screen that follows the progress of the meeting and keeps the public up-to-date with the actions of the board. It is typically displayed on large screens in the board room during the meeting.

Minutes

BoardDocs Pro uses the action information stored in each agenda item to generate draft minutes of the meetings. Once the minutes are generated, the document publisher can format and edit using the BoardDocs Pro integrated editor.

Annotations

BoardDocs Pro provides support for governing body members to enter private notes on any native BoardDocs Pro document. The notes are stored separately from the organization's data in a private notebook on BoardDocs' servers. While most solutions store annotations together with the organization's data, BoardDocs Pro's private annotation solution is unique. By maintaining the information in a separate database, the organization is not required to provide the annotations in response to a FOIA request.

Meeting Video

Meeting video allows stakeholders to go well beyond documents and actually view what happened during each agenda item in a meeting. This feature simplifies the task of associating and managing meeting video by providing easy-to-use tools that automate the process involved with delivering video over the Web. Users can easily associate their video with each meeting and tag individual agenda items to any part of the video, all while displaying them through the organization's existing BoardDocs interface.

Integrated Solution

BoardDocs is the only solution to provide online meetings, library, goal tracking, events, video and policy solutions in one product.

Search and MetaSearch

BoardDocs provides the ability to perform searches against the full text of any document in the system – including attachments. The document publisher determines what documents or parts of documents users can access. Through MetaSearch, BoardDocs also provides the capability to perform searches of public agenda items and policies from similar organizations using BoardDocs services. By using this exclusive feature, staff and governing bodies can research policies and procurement on a national basis, incorporate findings into their own efforts, develop best practices, and ultimately save a great deal of time and money.

Technical Support

BoardDocs provides live, 7 x 24, US-based, no-charge technical support for all document publishers and authenticated users for the life of the agreement.

BoardDocs Plus

Need a Solution for Multiple Governing Bodies?

BoardDocs Plus is a new service enhancement that enables organizations with multiple public governing bodies to provide a separate, distinct and comprehensive suite of BoardDocs services to each group via one subscription.

BoardDocs Pro can support unlimited types of meetings for different committees; however, by adding Plus, each governing body can have separate confidential meetings, separate document managers and separate administrative access. With BoardDocs Plus, BoardDocs services can provide agenda item-level security so only authenticated users in each group can access meetings, agenda items or even parts of an agenda item.

Feature Summary

The BoardDocs Pro service includes the following features:

- BoardDocs Board Management Solution
- BoardDocs Policy Services Development and Publication Solution
- BoardDocs Library with Support for Events, News, Board Goals and Board Member Pages
- Integrated Board Goals Management and Tracking
- Development, Publication and Tracking of Strategic Plan
- Separate, Customizable Packets for the Board, Staff and Public
- Private Document Annotations for Governing Body Members
- "Follow Me" so Governing Body Members Will Never Get Lost
- Advanced Document Workflow with Support for Unlimited Number of Document Submitters
- Customizable Approval Trees and Collaborative Annotations
- On-line or Manual Voting with Support for Virtually Any Type of Vote
- Automated Minutes Generation and Release
- Access to BoardDocs MetaSearch for national procurement and more
- Search Functionality for Consolidated Searches on Any Content
- Automated Public ScoreBoard, with Voting Results and Speaker Timers
- XML Capabilities to Dynamically Drive BoardDocs Data Into Your Organization's Web site
- Social Sharing via Twitter, Facebook and Email
- 24 x 7, Toll-free, US-based End-user Technical Support
- Access to All Software Enhancements, Including Version Updates and Fixes for the Term of the Agreement

Cost Summary

BoardDocs Pro Document Management System – One-time start-up fee	\$1,000*
Option 1 BoardDocs Pro Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, updates, upgrades, implementation and customization)	\$13,000 per year
Option 2 BoardDocs Pro <u>Plus</u> Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, implementation, updates, upgrades and customization) Provides separate confidential meetings, separate document managers and separate administrative access for unlimited meeting groups of the same organization.	\$17,000 per year

*Waiving implementation fee through June 30th, 2020

Your contact at BoardDocs is Kristin Forsberg – please see contact details below.



BoardDocs[®]

A DILIGENT BRAND

KRISTIN FORSBERG
Sales Advisor | BoardDocs

Direct: 202.790.6904

Email: Kforsberg@diligent.com



California Clients

Acton Agua Dulce USD
Adelanto School District
Advanced Learning Academy
Albert Einstein Academies
Alum Rock Union Elementary School District
Anderson Valley Unified
Antelope Valley Community College District
Antelope Valley Union High School District
Antioch Unified School District
Apple Valley Unified School District
Arcohe Union School District
Atwater Elementary School District
Bakersfield City School District
Baldwin Park Unified School District
Barstow Community College District
Big Picture Educational Academy
Burton School District
Byron Union School District
Cabrillo Community College District
Cajon Valley Union School District
Calaveras County Office of Education
California Online Community College District
Calistoga Joint Unified School District
Campbell Union High School District
Carlsbad Unified School District
Cayucos Elementary School District
Ceres Unified School District
Cerritos Community College District
Cielo Vista Charter
Citrus Springs Charter School
City College of San Francisco
City of Marysville
Claremont Unified School District
Coachella Valley Unified School District
Coast Community College District
College of Marin
College of the Desert Community College District
College of the Redwoods
Colton Joint Unified School District
Community College League of California
Compton Community College District
Conejo Valley Unified School District
Contra Costa Community College District
Contra Costa County Office of Education
Copper Mountain Community College District
Culver City Unified School District
Cupertino Union School District
Del Mar Union School District
Dixon Montessori Charter School
Dry Creek Joint Elementary School District
Dublin Unified School District
East Side Union High School District
Eastside Union School District
El Camino Community College District
El Monte City School District
El Monte Union High School District
El Segundo Unified School District
Epiphany Prep Charter School
Escondido Union High School District
Escondido Union School District
Evergreen School District
Fairfield-Suisun Unified School District
Folsom Lake College
Fontana Unified School District
Foothill-De Anza Community College District
Franklin-McKinley School District
Fremont Unified
Gateway Adult Education
Gavilan Joint Community College District
Glendale Community College District
Golden Valley Unified School District
Gompers Preparatory Academy



California Clients

Gonzales Unified School District
Greenfield Union School District
Grossmont-Cuyamaca Community College District
Grossmont Union High School District
Hacienda La Puente Unified School District
Harbor Spring Charter School
Hartnell Community College District
Hawking STEAM Charter School
Hughson Unified School District
Imperial Community College District
Imperial County Office of Education
Julian Charter School
Kerman Unified School District
Kern Community College District
Kern High School District
Lafayette School District
Lakeport Unified School District
Lake Tahoe Community College District
Larkspur-Corte Madera School District
Lassen Community College
Las Virgenes USD
Lawndale Elementary School District
Liberty Union High School District
Lincoln Unified School District
Lindsay Unified School District
Long Beach City College
Los Angeles and Orange County Regional Consortium
Los Angeles Community College
Manhattan Beach Unified School District
Mariposa County Unified School District/Office of Education
McFarland Unified School District
Mendocino County Office of Education
Menlo Park City Elementary
Merced City Schools
Merced Community College District
Merced Union High School District
Mission Valley ROP
Monterey Peninsula College
Moraga School District
Moreland School District
Mountain Oaks School
Mountain View School District
Mount Pleasant Elementary School District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Napa Valley Community College
Newark Unified School District
New Haven Unified School District
North Orange County Regional Occupational Program
Norwalk-La Mirada Unified School District
Oceanside Unified School District
Orange Unified School District
Orinda Union Elementary School District
Orland Unified School District
Oroville City Elementary School District
Pajaro Valley Unified School District
Palo Alto Unified School District
Palomar Community College District
Palo Verde Community College District
Pasadena City College
Peninsula Health Care District
Peralta Community College District
Pittsburg Unified School District
Pixley Union School District
Placer County Office of Education
Pomona Unified School District
Portola Valley Elementary School District
Redondo Beach USD
Rim of the World Unified School District
Rio Hondo Community College District



California Clients

Rio School District
Riverside County Office of Education
River Springs Charter School
Rocketship Education
Rocklin Academy Family of Schools
Rocklin Unified School District
Roseville City School District
Roseville Joint Union High School District
Ross Valley School District
Salinas Union High School District
San Bernardino City Unified School District
San Bruno Park School District
San Carlos School District
San Diego Community College District
San Diego Unified School District
San Francisco Unified School District
San Joaquin Delta College
San Jose/Evergreen Community College District
San Luis Coastal United School District
San Luis Obispo County Community College District
San Marcos Unified School District
San Mateo County Office of Education
Santa Ana Unified School District
Santa Barbara City College
Santa Barbara County Employees' Retirement System
Santa Clara County Office of Education
Santa Clarita Community College District
Santa Rosa Junior College
Sausalito Marin City School District
Sequoia Healthcare District
Sequoia Union High School District
Shasta-Tehama-Trinity Joint Community College District
Sierra College
Siskiyou Joint Community College District
Solana Beach School District
Soledad Unified School District
South Monterey County Joint Union High School District
South Pasadena Unified School District
Southwestern Community College District
St. Helena Unified School District
State Center Community College District
Stockton Unified School District
Sycamore Academy
Taft City Schools
Taft Union High School District
Temecula International Academy
Temecula Preparatory School
The O'Farrell Charter School
Torrance Unified School District
Tri-Cities ROP
Union School District
Upper Lake Unified School District
Val Verde Unified School District
Ventura County Community College District
Ventura County Office of Education
Victor Valley Community College District
Vista Charter Public Schools
Vista Unified School District
Walnut Creek School District
West Hills Community College District
West Valley-Mission Community College District
Whittier Union High School District
Wiseburn School District
Woodlake Unified School District
Yosemite Community College District
Yuba Community College District
Yucaipa-Calimesa Joint USD

Discussion/Action Item

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: VIRTUAL BOARD MEETINGS DURING COVID-19 (SHORT-TERM)

Background: Currently all board meetings are run through a Zoom Webinar where the public has the option to call in and listen to meetings. The public can also send public comments to an email address to be read out loud during meetings. The meeting minutes are posted to our district website for public consumption usually within two business days.

Rationale: Board members have requested research into the possibility of having members of the public participate by viewing the Zoom video or having access to a recording of the Zoom video after the meeting.

Funding: Various depending on options chosen.

Recommendation: Virtual board meetings during COVID-19 (short-term)

JD:kv
Attachment

Board Meeting Options (Regarding Covid Stay at Home Modified Meetings)

1. No changes. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct but do not post the audio recording to the website.
2. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct and post the audio recording to the website. (No additional cost, minimal staff time)
3. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct and post the audio recording to the website. Also record the Zoom video and post the video to Youtube and rely on the Youtube Closed Captioning system. We would want to add disclaimers to the video that the closed captioning are not reflecting the official record as Youtube is not 100% accurate. (No additional cost, two hours additional staff time per meeting)
4. The same as number three, but pay for a closed captioning service to ensure accuracy, and post the video with accurate closed captioning on Youtube within three days of the meeting. (Additional \$20,000 per year ongoing for closed captioning services, potential additional five hours per meeting of staff time to edit video to add closed captioning)

Discussion/Action Item

DATE: June 9, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **BOARD MEETING DISTRIBUTION OPTION BEYOND COVID-19 (LONG-TERM)**

Background: Fullerton School District board meetings (when held in the Board Room and not under stay at home orders) are audio recorded for accuracy of minutes. The general public has the opportunity to come to the board room to participate and view the board proceedings. Minutes are then posted to the district website in the days following the board meeting.

Rationale: Board members have requested research into the possibility of having meetings video-taped for later posting or even live-streamed onto the Internet for public consumption.

Funding: Various depending on options chosen.

Recommendation: Board meeting distribution option beyond COVID-19 (long-term).

JD:kv
Attachment

Board Meeting Options

1. No changes. Meet in person with no video recording, post the minutes, record audio for reference to ensure the accuracy of the minutes but do not post to the website.
2. The same as number one, but also post the audio recording of the meeting to the website. (No additional cost, minimal additional staff time).
3. Add one camera to the back of the room, record the entire proceedings from that camera, post that video to Youtube afterwards and utilize the Youtube closed caption technology, post minutes and recorded audio to the website in the days after the meeting. (One time additional cost of \$15,000 to purchase a high-quality camera and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. Two additional hours of staff time per meeting).
4. Add one camera to the back of the room, record the entire proceedings from that camera, pay to have someone professionally closed-caption the video, post video to Youtube, post minutes and video to the website in the days after the meeting. (One time additional cost of \$15,000 to purchase a high-quality camera and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. \$20,000 ongoing cost for closed captioning services. Two additional hours of staff time per meeting).
5. Add one camera to the back of the room, show the camera feed live on a website with paid live-delay closed captioning, record the entire proceedings from that camera, post minutes and video to the website in the days after. (One time additional cost of \$40,000 to purchase a high-quality camera, closed caption appliance, and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. \$20,000 ongoing annual cost for closed captioning services. One-time Two additional hours of staff time per meeting).
6. Add multiple cameras, produce the live video, pay for closed captioning live (some delay), record the proceedings, pay for professional closed captioning, post minutes and video after. (One-time additional cost of ~\$90,000 to purchase three cameras, closed caption appliances, run all audio feeds through the cameras, replace outdated audio equipment for audio feeds and production equipment. \$20,000 ongoing annual cost for closed captioning services, \$30,000 ongoing for video production during the meeting as well as post-production).
7. Same as number 6, but add a way for the public to eComment during the meeting by purchasing the Granicus live meeting system. Additional ~\$50,000 per year for video and board documentation modules.

DISCUSSION/ACTION ITEM

DATE: June 9, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: RESOLUTION #19/20-21 PROCLAIMING BLACK LIVES MATTER

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020.

Rationale: Board of Trustees adopts Resolutions.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-21
PROCLAIMING THAT BLACK LIVES MATTER

A RESOLUTION of the Board of Trustees of the Fullerton School District to declare that the lives of black students matter and that we encourage district-wide participation in the national Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

WHEREAS, in response to both currently and historically disparate treatment of African Americans, a nationwide movement has arisen to assert that Black Lives Matter; and

WHEREAS, a national movement has arisen to assert that Black Lives Matter on the campuses that serve all children; and

WHEREAS, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have lasting negative consequences for our communities, cities, and nation; and

WHEREAS, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

WHEREAS, shouting loudly that "Black Lives Matter" does not negate our commitment to ALL of our students, but rather elevating Black students struggle to trust that our society values them, we must affirm that their lives, specifically, matter; and

WHEREAS, the problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' future; and

WHEREAS, numerous and diverse community groups, residents, and teachers wish to participate in the education, reflection, dialogue, and action in order to engage educational communities throughout Fullerton in activities that support the understandings and affirmations that underlie the Black Lives Matter Movement; and

NOW, THEREFORE, BE IT RESOLVED, the Fullerton School District Board of Trustees declares that the lives of our black students matter, the lives of our black families matter, the lives of our black teachers and staff members matter, and that all black lives matter

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees urgently encourages participation district-wide in the Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

Signed this 9th day of June, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

DISCUSSION/ACTION ITEM

DATE: June 9, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: RESOLUTION #19/20-22 IN SUPPORT: SCHOOL AND LOCAL COMMUNITIES FUNDING ACT OF 2020

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020.

Rationale: Board of Trustees adopts Resolutions.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION #19/20-22

Supporting the Schools and Local Communities Funding Act of 2020

Whereas, for four decades, school districts in California have experienced underinvestment and devastating cuts causing California's school funding to fall behind and resulting in fewer services and resources for students and teachers;

Whereas, the lack of adequate local funding is the result of an inequitable tax system in which corporations and wealthy investors do not pay their fair share in property taxes;

Whereas, loopholes in California's property tax system allows a fraction of major commercial and industrial properties to avoid regular reassessment and use shady schemes to hide change in ownership;

Whereas, these loopholes and tax schemes result in millions of dollars going to corporations and wealthy investors rather than to schools and local communities for essential services;

Whereas, experts estimate that the *California Schools and Local Communities Funding Act* reclaims \$12 billion in property tax revenue every year to ensure that our schools and communities have the resources to educate all of our kids and the services to support all of our families;

Whereas the *California Schools and Local Communities Funding Act* does not affect property taxes for homeowners or renters because the initiative exempts all residential property;

Whereas, academic researchers at the University of Southern California (USC) have identified that the vast majority of the reclaimed revenue will come from just a fraction of large properties;

Whereas, California schools are falling behind, ranking lowest in the nation with the largest number of students per teacher and the fewest counselors per student;

Whereas, per-pupil funding has declined from the top 10 in the nation to 41st;

Whereas, the top-ranked state spends \$10,259 more per-pupil to educate their children than California spends;

Whereas, the measure invests up to \$4 billion annually for K-14 schools to ensure that our kids receive the world-class education they deserve;

Whereas, California should be a leader in innovation by educating the next generation of students to compete in the global economy;

Whereas, the *California Schools and Local Communities Funding Act* guarantees funding to all school districts, over and above Proposition 98 funding, and following the local control funding formula to all students in need in all districts;

Whereas, the measure also provides billions in funding yearly for cities, counties, and special districts in locally controlled revenues for affordable housing, parks, libraries, emergency responders, health and human services, libraries, public infrastructure, and much more;

Whereas, the measure incentivizes the development of residential units and provides more funding for communities to invest in affordable housing;

Whereas, the measure provides new tax incentives to spur new investment in small businesses by eliminating the business personal property tax on equipment for California's small businesses;

Whereas, the measure also exempts all small business owners whose property is worth \$3 million or less;

Whereas, the measure levels the playing field for businesses that already pay their fair share in our communities;

Therefore, be it Resolved, that the **Fullerton School District** endorses the *California Schools and Local Communities Funding Act of 2020*

Signed this 9th day of June, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

DISCUSSION/ACTION ITEM

DATE: June 9, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: LETTER TO THE COMMUNITY REGARDING NATIONAL EVENTS AFFECTING THE COMMUNITY

Background: At the June 2, 2020, Special Board meeting, there was a request by two Board of Trustee members to add this topic for discussion/action. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020, and give direction to the Superintendent.

Rationale: Request to add topic to the June 9, 2020, agenda was made by two Board of Trustee Members.

Funding: N/A.

Recommendation: Letter to the Community Regarding National Events Affecting the Community.

RP:cs
Attachment

BOARD OF EDUCATION

Mrs. Kathy Allavie, *President* | Mr. Tom Hunt, *Vice President*
Mr. Brent Lee, *Clerk* | Mrs. Patricia Lock-Dawson, *Member*
Dr. Angelov Farooq, *Member* | David C. Hansen, Ed.D., *Superintendent*



May 30, 2020

Dear RUSD Family,

Riverside Unified School District (RUSD) recognizes that our community is hurting from the senseless murders and racism that is permeating the nation. While our community as a whole was already in crisis dealing with the effects of the current COVID-19 pandemic, our Black and Latino communities have been disproportionately impacted.

The recent unconscionable and tragic murders of African-American men, George Floyd, pinned down on his neck by police officers and Ahmaud Arbery, an unarmed man jogging near his home in Georgia, are examples of the racism and injustice that still exist in our country. In RUSD, we realize that when something like this happens, wherever it happens, it impacts our community and our relationships. In the words of Ida B. Wells-Barnett, "The way to right wrongs is to turn the light of truth upon them."

RUSD is a district that is committed to equity, diversity and inclusion. We believe equity is accomplished when access is based on need, and every student is provided with what they individually require to learn and succeed to fulfill their academic and social advancement. We stand firm on ensuring equitable and inclusive policies and practices. We are committed to holding each other responsible for respectful conduct and treatment of one another.

All RUSD families deserve to raise their children in a community and world that is free of racism, discrimination and violence. We will be an even stronger community by working together, with purpose, empathy and respect united in our vision for our students.

"I have decided to stick with love. Hate is too great a burden to bear." Martin Luther King, Jr.

Below are links to support students, staff and families:

[RUSD Virtual Wellness Center](#)

[Resources for Talking about Race, Racism and Racialized Violence with Kids](#)

[Employee Assistance Program](#)

In Solidarity,

Mrs. Kathy Allavie
Board President

Mr. Tom Hunt
Board Vice President

Mr. Brent Lee
Board Clerk

Mrs. Patricia Lock-Dawson
Board Member

Dr. Angelov Farooq
Board Member

David C. Hansen, Ed.D.
Superintendent

RIVERSIDE UNIFIED SCHOOL DISTRICT

3380 14th Street
Riverside, CA 92501
951-788-7135

BUSINESS SERVICES

6050 Industrial Avenue
Riverside, CA 92504
951-352-6729

CENTRAL REGISTRATION CENTER

5700 Arlington Avenue
Riverside, CA 92504
951-352-1200

Superintendent Sample Letter (Date to be added)

Dear Fullerton School District Community,

I am among the millions of Americans who find the unjust murders of George Floyd, Ahmaud Arbery, and others abhorrent. These deaths are a stark reminder that racism continues to propagate through our institutions and in our communities. While racial and violence led to these senseless and tragic deaths of these people, the indifference of institutions and the silence of good people to speak out against the destructive impact of racism continues to perpetuate the pattern of injustice that robs people of color from basic human rights.

Fullerton School District is fortunate to have a long-standing, strong relationship with our Fullerton Police Department (FPD). Based on our experience, we have been fortunate that in our most difficult times, FPD have protected our district during earthquakes and fires. They have helped us during COVID-19 with food box distributions and mentored our students in our various programs. My father is a retired police officer who volunteered countless hours as a mentor for youth in the inner city through the D.A.R.E Program. I am very proud of the work he did with youth of color often times taking inner city children fishing and leading other activities with children. When I see the work that FPD does mentoring our students, I remember how proud I was of my father for his work and feel gratitude for the officers in our Fullerton community who continue this important work with our students. We will do everything to make sure the district maintains a strong relationship with FPD while also promoting community officers who continue this tradition of mentoring. We commend them, and all our first responders in Fullerton and throughout the nation, who each day protect our children, families and community.

Unfortunately, George Floyd's 6-year-old daughter, Gianna, did not receive the same protection. The justice system failed to protect George Floyd, his daughter Gianna, his family and his community. We are reminded that different people, different communities and even different individuals within communities receive contrasting justice or injustice because of racism and bigotry. Our voices need to be heard so that the silence of institutions is not mistaken for tacit approval.

While the justice systems have perpetuated inequities for many people of color, our Nation's educational system has had its own history of stark inequality that has perpetuated racism, poverty and injustice. In the Fullerton School District, we are committed to continuing the examination of our own practices. We want to affirm that the children, staff and parents from our Black community and other communities of color, are safe at school and free from racism and discrimination. We will raise our voices and act when we see racial injustice. We will take action to expand our Rising Stars program in which we provide mentorship and support for our at-risk-students and at risk students of color. We will continue to work together with our Partnership between Administration and Labor (PAL)'s, Parent Teacher Association (PTA), District English Language Advisory Committee (DELAC), and our other parent and community

advisory/input groups to listen, plan, and act; taking action steps based on the voices within our Fullerton School community. Our community is better when we are united and we stand together with a common vision. As we move forward towards greater equality, we as an FSD community will do this together by supporting and caring for each other and ensuring the needs of all our children are met. It is crucial that we achieve racial equality and how we achieve this goal is also important. Our children will be watching us to learn how we collaborate and whether or not we collaborate together with care, kindness and respect. We are committed to working with our community and each other with respect and kindness in order to teach our children that a context of care and love will guide us “until the bright day of justice emerges” (Dr. Martin Luther King).

We invite you, our community, to work together with us towards Dr. Martin Luther King’s dream: “Children will one day live in a nation where they will not be judged by the color of their skin, but by the content of their character.”

Sincerely,

Bob Pletka, Ed.D.
Superintendent of Fullerton School District

Board of Trustees Sample Letter (Date to be added)

Dear Fullerton School District Community,

The Fullerton School District Board Members are among the millions of Americans who find the unjust murders of George Floyd, Ahmaud Arbery, and others abhorrent. These deaths are a stark reminder that racism continues to propagate through our institutions and in our communities. While racial violence led to the senseless and tragic deaths of these people, the indifference of institutions and the silence of good people to speak out against the destructive impact of racism continues to perpetuate the pattern of injustice that robs people of color from basic human rights.

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Sincerely,

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Aaruni Thakur, Trustee

Janny Meyer, Trustee

DISCUSSION/ACTION ITEM

DATE: June 9, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: LETTER OF APPRECIATION TO LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) COMMITTEE

Background: At the June 2, 2020, Special Board meeting, there was a request by two Board of Trustee members to add this topic for discussion/action. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020, and give direction to the Superintendent.

Rationale: Request to add topic to the June 9, 2020, agenda was made by two Board of Trustee Members.

Funding: N/A.

Recommendation: Letter of Appreciation to Local Control and Accountability Plan (LCAP) committee

RP:cs

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Tuesday, June 09, 2020
Minutes of the Regular Meeting of the Board of Trustees
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Open Session, Call to Order, Pledge of Allegiance, – Board Room

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:04 p.m. and Jeremy Davis led the pledge of allegiance to the flag. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez (via Zoom Teleconference)

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt, Julienne Lee (via in-person)

Recess to Closed Session – Agenda

At 5:08 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918]. The Board adjourned Closed Session at 5:20 p.m.

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Vasquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:05 p.m. and Trustee Hilda Sugarman led the pledge of allegiance.

Carmen Serna, Executive Assistant to the Superintendent reported (on behalf of President Vazquez) that in closed session, the Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2019121029). District agrees to reimburse Parent in the amount of Five Thousand Dollars (\$5,000) for compensatory education services. Said reimbursement may include costs paid from December 2017 through March 2022. Parent is required to submit an invoice showing the amount due and proof of payment, in the form of a receipt, cancelled check or credit card statement. Reimbursement shall be paid within sixty (60) days of the effective date of this Agreement and the receipt of required documentation for reimbursement. The District agrees to pay, as a compromise and settlement only, the sum of Five Thousand Dollars (\$5,000) for all attorneys' fees owed or paid by Parents in connection with the Action. Payment of this amount shall be made within sixty (60) days following the Parties' full execution of this Agreement and the District's receipt of itemized attorneys' fees invoices redacted of privileged content reflecting the legal services provided and legal rates charged, which invoice was received in conjunction with full execution of this Agreement. Total amount of reimbursement is Ten Thousand Dollars (\$10,000.00). Payment shall be issued to Law Office of Soo Yun, 3435 Wilshire Blvd., Suite 2700, Los Angeles CA 90010. This payment will resolve any and all attorneys' fees and educationally-related reimbursement claims in any form or amount related to the disputes, the Action, and Student's education against the District at this time. *(The Board approved this student settlement at the May 12, 2020, Closed Session, and corrected report was read by Carmen Serna on June 12, 2020.)*

The Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020010959). The District agrees to pay, as a compromise and settlement only, the sum of Six Thousand Five Hundred Dollars (\$6,500) for all attorneys' fees owed or paid by Parents in connection with the Action. Payment of this amount shall be made within sixty (60) days following the Parties' full execution of this Agreement and the District's receipt of itemized attorneys' fees invoices redacted of privileged content reflecting the legal services provided and legal rates charged, which invoice was received in conjunction with full execution of this Agreement. The District agrees to reimburse Parent for a psychoeducational assessment completed by Dr. Perry Passaro in the amount of Five Thousand Nine Hundred Twelve Dollars and Fifty Cents (\$5,912.50). In order to secure reimbursement, Parent is required to submit an invoice showing the amount due and proof of payment, in the form of a receipt, cancelled check or credit card statement. Reimbursement shall be paid within sixty (60) days of the effective date of this Agreement and the receipt of required documentation for reimbursement. Total reimbursement amount is in the amount of Twelve Thousand Four Hundred Twelve Dollars and Fifty Cents (\$12,412.50). Payment shall be issued to Law Office of

Jennifer S. Chang, 915 Wilshire Blvd., Suite 1775, Los Angeles CA 90017. This payment will resolve any and all attorneys' fees and educationally-related reimbursement claims in any form or amount related to the disputes, the Action, and Student's education against the District at this time. *(The Board approved this student settlement at the May 12, 2020, Closed Session, and corrected report was read by Carmen Serna on June 12, 2020.)*

The Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020020674). The District agrees to pay, as a compromise and settlement only, the sum of Six Thousand Dollars (\$6,000) for all attorneys' fees owed or paid by Parents in connection with the Action. Payment of this amount shall be made within sixty (60) days following the Parties' full execution of this Agreement and the District's receipt of itemized attorneys' fees invoices redacted of privileged content reflecting the legal services provided and legal rates charged, which invoice was received in conjunction with full execution of this Agreement. Payment shall be issued to Law Office of Jennifer S. Chang, 915 Wilshire Blvd., Suite 1775, Los Angeles CA 90017. This payment will resolve any and all attorneys' fees and educationally-related reimbursement claims in any form or amount related to the disputes, the Action, and Student's education against the District at this time. Without admitting liability of any kind, the District agrees to contract with STAR Haynes, a California certified nonpublic agency to fund compensatory education services in an amount not to exceed Eight Thousand Dollars (\$8,000). The total amount of settlement is \$14,000.00.

Public Comments

Mrs. Egleth Nuncci, community member, thanked Executive Cabinet and the Board for supporting the 2020 Census and shared it is important for everyone to participate in the Census. She stated the Census brings revenue to our communities. She thanked FSD staff who have diligently been working serving grab and go meals for students.

Superintendent's Report

Dr. Pletka highlighted Francine Vudoti, FSD 8th grade student, who promoted and will be attending high school next year. Francine participated in the Writers Guild Program at FSD starting in 3rd grade. Dr. Pletka stated that many of Francine's teachers took an interest in her education and believed in her. Dr. Pletka encouraged any staff member or community member who is interested in impacting the lives of students to volunteer as mentors in the Writers Guild Program or Rising Stars Program.

Information from the Board of Trustees

Trustee Berryman- She had an opportunity to swear in Tommy Riminiskey as the new Personnel Commissioner at FSD. She read the following statement: "I have been struggling for days leading up to this particular meeting. The stress of what is happening in the world today has taken a toll on me as it has on so many other people. Our country was just beginning to open up and was hit with yet another blow. This one, ignited millions of people to stand up and make their voices heard. The acts of injustice against Black Americans – including George Floyd, Ahmaud Arbery, and countless others – have created anger, anguish, and deep frustration with the system currently in place. There is a call to action for each and every one of us to do better, to speak up and to be part of the solution. You do not fight racism with racism, the way you fight racism is with solidarity. I am hopeful in our future as I look at the diverse group of people coming together in solidarity to peacefully protest calling attention to racial injustice. I stand by our community of students and families that have been undervalued and treated with such injustice and will advocate for laws and demand justice. It is time to speak in solidarity against racism."

Trustee Thakur- He thanked Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support, for updating the meeting structures. He thanked Dr. Pletka for taking requests and drafting sample letters(s) to the community regarding National events affecting the community. Trustee Thakur thanked everyone who emailed public comments. He is looking forward to discussing the community letter regarding National events affecting the community and the letter of appreciation to Local Control and Accountability Plan (LCAP) committee. He stated that in regards to the Resolution regarding Black Lives Matter, this is the time to take action. Trustee Thakur stated he grew up in Fullerton and has experienced incidents that has affected some outcomes in his life. He would like support for action. He briefly referenced the Mendez vs. Westminster case.

Trustee Meyer – She expressed her appreciation for the entire staff for all they are doing during these difficult times. In particular she thanked teachers and principals for their dedication making end of the year celebrations, such as promotion and retirement caravan celebrations, so special. She read the following statement: "The past events of 2020 have been devastating for me and to all of us. The death of George Floyd tragic and wrong by one officer and three colleagues have betrayed public trust. The entire year personally has been difficult. The

job losses, the homelessness, small businesses failing, classroom instruction, distance learning, unjust deaths, mass protests, riots, violence, Covid deaths, and isolation have been very difficult. I stand against racism and it is time for FSD to re-examine, review, and reform racism. It should never be tolerated. Working together is going to be necessary for stopping any racism. Working together give a cohesive Board. Today more than ever the FSD Board has the important job of education, students, and that is the primary focus. Do better and do the right thing. We have invested so much in PAL. I was part of the first PAL process and have worked hard to maintain the PAL process throughout the District.”

Trustee Sugarman– She stated that her family has been exposed to prejudice including her children. She stated 2020 has been an extremely difficult year including the COVID-19 pandemic. She stated the incident that occurred with George Floyd was terrible and unforgivable. She believes in our Country and believes in the strength of working in unity in our democratic society. Trustee Sugarman shared the importance of mentoring. She acknowledged the retirements of Orba Smith (FSD Teacher) and Sharon Kennedy (Fullerton Observer) and wished them well in their retirement. She thanked Nutrition Services staff for all they have done in serving our children with grab and go meals. The District has served over 475,000 meals since the beginning of the pandemic. She thanked teachers for their love and respect assisting their students through Distance Learning; she thanked the people who shared their thoughts through public comments.

President Vazquez –She mentioned collaboration and the importance of people working together as the nation faces devastating times facing black brothers and sisters. President Vazquez held a moment of silence in memory of Breonna Taylor who was killed at her home. She read an excerpt from Clint Smith.

Information from DELAC, PTA, FETA, CSEA, FESMA- DELAC-

DELAC- Egleth Nuncci- As DELAC, we guard the civil rights of all students, and we support the efforts of the school district to not tolerate any type of discrimination. Thank you to the District for allowing ICNA Relief, to distribute food at Pacific Drive with the collaboration of the Center for Healthy Neighborhoods to our families and community. On June 4, they were able to feed over 1800 families with the support of volunteers and District staff. I would like to personally thank Dr. Pletka for his unconditional support throughout the whole event. Dr. Pletka was personally handing out food to our families. As we move forward, our parent community is anxiously awaiting specific clarification of how our programs will shift, change, and continue in the fall with the various returning scenarios. As you have continued to communicate with the families every Friday, we hope to hear more about this matter throughout the summer. Thank you to Julienne Lee, Sue Albano, and Rossana Fonseca for their continued support of our English Learners and the DELAC committee.

PTA Council – No Report.

FETA –Mark Jacobs- The past week has been overwhelming and heart wrenching. The senseless deaths of George Floyd, Ahmaud Arbery, and many others are revolting. As a parent and teacher who has tried to teach justice and faith in our systems, I lament when I see the ugliness that still exists in our country. It’s been devastating, maddening, and demoralizing. In fact, this entire year has been an emotional rollercoaster with Covid-19, school shutdowns, transitioning to remote learning, job losses, budget cuts, concerns about returning in the Fall, and now the unjust deaths at the hands of our law enforcement, mass protests, curfews, and destructive riots. I watch the news and can’t reconcile all the hurt that is being propagated.

We cry out for the suffering we and our nation are experiencing:

- Pain, suffering, and death because of the COVID-19 pandemic
- Unemployment and homelessness
- Hopelessness, isolation, and depression
- Cultural and political divisions within our nation
- Racial injustice and lack of equality in society, politics, and the marketplace
- Police violence
- Violence and looting that accompanies peaceful protests

On behalf of FETA, please know that we stand to defend those against racism, discrimination, and injustice. The frustration in our country is real, and we demand change. Saying Black Lives Matter isn’t enough: we need to actively show it. With anger and frustration, the “how” is not always clear. The malicious behaviors we have seen by police and rioters are not who we are as Americans. We are better than this. Let’s make change by participating in peaceful protests, participating in our communities, talking to one another in search for understanding, having empathy, listening, taking responsibility for our actions, admitting when we are wrong, asking for forgiveness, offering solutions, running

for office, and voting at the ballot box. Only by working together and being open to hearing difficult truths will we be able to identify and reconcile our differences, repair hurt, and ensure justice for all. As Americans, we know that liberty and justice is for ALL.

FETA will not tolerate racism or discrimination of any type. FETA has a history of working together with our teachers, the Fullerton School District, our parents and community members.

Working collaboratively takes time and is sometimes frustrating. FETA will work with FSD and the community in helping identify, eliminate, and reconcile racism and injustice. In doing this, we can ask questions such as these:

- What does racism look like on an individual level at your school/district?
- What does racism look like on an institutional level at your school/district?
- What is the history of racism in the US....California.....our community?
- How are we working and teaching for Black lives?
- How are we making our classrooms a more racially just space?
- How can we commit to anti-racism in our everyday lives — not just when there is unrest across the country?
- How can we ensure we all have a voice?

Our country, our communities have endured depressions, attacks, wars, pandemics, injustices, and inequities, and everytime we come together as one, with solutions in hand, our country, our communities become better. America has, is, and will constantly renew and improve itself. Remembering this is reassuring, however this is not a time for us to look away, but to confront racism for the sake of a fair, just, and equitable future for all students .

CSEA – Marleen Acosta- It is amazing how a virus in China would end up affecting us directly here at home. We had our world and way of life turned upside down. The students went to distance learning and many of the staff began distance working-from home. I would like to personally express my gratitude to all employees of the Fullerton School District who continued to work to keep FSD running, supporting our staff, students, and communities. I am proud of the classified employees who were the most extraordinary workers, helping provide food each day to ensure our students did not go hungry.

This year, we were not able to celebrate many milestones with each other. Birthdays, anniversaries, baby showers, weddings and graduations were cancelled. Other casualties included our association End of the Year banquets and conferences. I would like to congratulate all of the classified employees who earned recognition for years of service this year. It is a true accomplishment to make it to the very first five year mark, and every increment after that. To our retirees, I wish you well as you step out into the freedom of retirement.

This year may have ended differently than any other year, but the lessons we learned will become tools in our toolbox. We were able to weather the storm because we worked together and had the technology to allow us to connect with each other. Together we will face what lies ahead, adapting as we must. Take time to recharge this summer, you have earned it. Thank you.

FESMA –No Report.

Approve Minutes

It was moved by Beverly Berryman seconded Aaruni Thakur and carried 5-0 to approve minutes of the Regular meeting on May 12, 2020 and the Special Meeting on June 02, 2020.

COVID-19

Dr. Pletka reported Governor Newsom gave some guidance regarding re-opening of schools for the Fall and the Board will receive more information on options at the June 23, 2020, Board Meeting. Dr. Pletka stated masks are encouraged. Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, presented on the District's projected enrollment. Dr. Hammitt discussed enrollment projections and how enrollment projections are created (past enrollment, enrollment trends, and grade level cohort trends/straight-line projections. Projected enrollment for 2020/2021 is 12,651 (205 students less then 2019/2020 school year). Dr. Hammitt spoke about unknown factors impacting enrollment for 2020/2021 and data regarding combination classes.

Dual Language Immersion Presentation (DLA)

Dr. Julianne Lee (Assistant Superintendent of Educational Services) and Sue Albano (Director of Educational Services) presented on Multilingual Pathways. They spoke regarding foreign language programs, Dual

Language expansion, junior high pathway and current DLA schools. The Spanish program at Nicolas provides students opportunities to build language skills and supports bilingualism and biliteracy over the course of two years. The Multilingual Pathways Task Force Collaborate and recommend instructional programs that promote cross-cultural competencies and bilingualism/biliteracy through a variety of language opportunities designed to provide instruction to students which may lead to linguistic and/or academic proficiency in one or more languages, in addition to English. Task Force created and reviewed a parent survey for current DLA parents on preferences for DLA junior high school location. Parent surveys data was reviewed.

Approve Consent Agenda and/or Request to Move an Item to Action

Consent Items

Moved by Hilda Sugarman, seconded by Aaruni Thakur, and carried 5-0 to approve the consent items. The Board commented on consent items #1b and #1k. Trustee Thakur thanked Yolanda McComb for her years of service (Consent Item #1b) and Trustee Berryman commented that she does not benefit from the approval of the Writers Guild membership (Consent Item #1p)

Trustee Berryman read the following statement on behalf of the John W. Phelps Foundation:

The Wilson W. Phelps Foundation is proud to be able to grant funding requests to 5 Elementary Schools this year for the total amount of \$93,769. This year, we are thrilled to be able to support Fern, Maple, Orangethorpe and Sunset Lane as well as Nicolas Jr High in their outstanding efforts to educate Fullerton children.

We want to thank all the schools that took the time to write requests; it is incredibly exciting to see what innovative, creative, and hardworking people make up this district.

My grandfather; Wilson Phelps set up this foundation to impact the community where he raised his family. Now 3 generations of our family have grown up in Fullerton and been impacted by the Fullerton schools including my mom, Louise Phelps Shamblen teaching at Hermosa Dr. So, I am incredibly proud to be able to say that with this funding the Phelps Foundation has now been able to grant \$2,4780,238.00 to FESD classrooms. We applaud ALL of the schools & personnel for doing such excellent work.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22B005 through N22B007, N22C0073, N22D0360, N22E0361 through N22E0373, N22M0299 through N22M0308, N22R1120 through N22R1181, N22X0393, and N22Y0085 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220612 through 220646 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 127778 through 128135 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14302 through 14341 for the 2019/2020 school year.

1g. Approve Memorandum of Understanding with Azusa Pacific (APU) for practicum placement and field experience effective July 1, 2020 through June 30, 2025.

1h. Approve contract with Venture Pacific Insurance to provide workers' compensation excess insurance coverage for 2020/2021.

1i. Approve/Ratify Classified Personnel Report.

1j. Approve Amendment to the Agreement between Fullerton School District and Advantage Communications for the Summer Enrichment Speech and Debate Program from June 29, 2020 through July 10, 2020.

1k. Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID

Program at Ladera Vista Junior High School of the Arts and Nicolas Junior High School from July 1, 2020 to June 30, 2021.

1l. Approve Amendment to the Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year.

1m. Approve Agreement between Fullerton School District and Seesaw, to provide a platform for digital student portfolios and family communication at Pacific Drive School for the 2020/2021 school year.

1n. Approve/Ratify warrant numbered 1129 for the 2019/2020 school year.

1o. Approve/Ratify warrant numbered 1214 through 1215 for the 2019/2020 school year.

1p. Approve organizational memberships for 2020/2021.

1q. Approve piggyback between Fullerton School District and Driftwood Dairy, from Santa Ana Unified School District Food Service Agency piggybackable bid #09-19 for dairy and juice products for the 2020-2021 school year.

1r. Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following piggybackable Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2020-2021 school year.

1s. Approve piggyback between Fullerton School District and Sunrise Produce Company, from Riverside Unified School District piggybackable RFP No. 2017/18-12 for the category of Fresh and Processed Produce for the 2020-2021 school year.

1t. Approve request for proposal of contract between Fullerton School District and Gold Star Foods RFP No. 2019-04 for the distribution of frozen, refrigerated, processed commodity, snacks, and dry food products for the 2020/2021 school year.

1u. Renew agreement between Fullerton School District and Orange County Public Safety for security and alarm response services from July 1, 2020 through June 30, 2022.

1v. Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc., for the 2020/2021 school year.

1w. Approve Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2020 through June 30 2021.

1x. Approve agreement between Fullerton School District and Classcraft Studios, Inc., for the 2020/2021 school year.

1y. Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System, PowerSchool Learning, Powerschool SIS Enterprise Management Service and PowerSchool Enrollment Registration for 2020/2021 school year.

1z. Approve the use of California Multiple Award Schedules (CMAS) contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

1aa. Approve contract between the Fullerton School District and Resilient Communication, LLC, for consulting services for the 2020/2021 school year.

1bb. Approve one year agreement between Fullerton School District and Mosyle Corporation for the purchase of Mobile Management System for the District laptops and Apple TV's beginning July 15, 2020 through July 15, 2021.

1cc. Approve contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2020 through June 30, 2021 with automatic annual renewals.

1dd. Approve Contract with all City Management Services for the cost of Crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2020 through June 30, 2021.

Administrative Reports:

3a. "Sunshine" Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association.

Dr. Chad Hammitt reported this is the District's proposal to negotiate with FETA. No Action taken.

3b. "Sunshine" Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

Dr. Chad Hammitt reported this is the District's proposal to negotiate with CSEA. No action taken.

3c. "Sunshine" Fullerton Elementary Teachers Association's 2020/2021 Proposal to Negotiate with Fullerton School District.

Dr. Chad Hammitt reported this is FETA's proposal to negotiate with the District. No action taken.

3d. "Sunshine" California School Employees Association's (CSEA), Chapter 130, 2020/2021 Proposal to Negotiate with Fullerton School District.

Dr. Chad Hammitt reported this is CSEA's proposal to negotiate with the District. No action taken.

3e. First Reading of New Board Policy

New:
Instruction
BP 6181 - Alternative Schools/Program of Choice

First Reading of BP 6181, changes or questions can be forwarded to Dr. Chad Hammitt. BP 6181 will be presented for Board approval at the June 23, 2020, Board Meeting.

The Board discussed and agreed to address the Discussion/Action Items in this order: #2f, #2g, and #2h followed by the remaining Discussion Items.

President Vazquez made a motion to extend public comment input from 20 minutes to 45 minutes. President Vazquez amended the motion to amend her original motion to 60 minutes; trustee Thakur seconded the motion. Roll call was taken and motion did not pass 2-3 (Trustee Berryman, Trustee Meyer, and Trustee Sugarman opposed to and Trustee Thakur and President Vazquez voted yes).

Trustee Meyer then made a motion to extend public comment input from 20 minutes to 30 minutes; trustee Berryman seconded the motion. Roll call was taken and the motion was approved 5-0 to extend public comment input to 30 minutes.

Trustee Sugarman made a motion to extend the Board meeting to 10:00 p.m.; trustee Berryman seconded the motion; President Vazquez made an amended motion to extend the Board meeting to 11:00 p.m. Trustee Berryman asked Trustee Sugarman to retract her original motion. No motion passed regarding extending the end time for the Board meeting.

Carmen Serna, Executive Assistant to the Superintendent, stated the public comments do not reflect the opinion of the District and are solely verbatim from the individual who sent the public comment by the deadline of 2:00

p.m. on June 9, 2020. Public comments were previously shared with the Board of Trustees, for their review, prior to the beginning of the Board Meeting. Mrs. Serna proceeded to read 30 minutes of public comment input.

Mrs. Egleth Nuncci (public comment made in person) shared her appreciation towards the District and stated she is very happy to send her daughter to receive her education at FSD. She stated we need to unite as one and the Board sets an example and working together we achieve more. She stated we trust our teachers and leadership and that everyone is doing the best they can.

Motion was made by President Vazquez to extend public comments to allow for the remainder of public comments to be read out loud; trustee Thakur seconded the motion. Roll call was taken and the motion was approved 3-0-2 (Trustee Berryman yes, Trustee Thakur yes, President Vazquez yes, Trustee Meyer abstained, Trustee Sugarman abstained). Mrs. Serna proceeded to read public comments Numbered 31-60. (Note: Public Comments received by 2:00 p.m. on June 9th were posted on the FSD website for anyone to review.)

Agenda item #2f addressed at this time.

2f. Resolution #19/20-21 Proclaiming that Black Lives Matter.

The Board held discussion regarding Resolution #19/20-21 Proclaiming that Black Lives Matter. President Vazquez stated Black lives matter and that she would like FSD to join other District's around the nation to that state Black lives matter. President Vazquez made a motion, seconded by Aaruni Thakur to adopt Resolution #19/20-21 and opened the Resolution for discussion and make revisions. Trustee Berryman made the following statement: "I spoke earlier of solidarity. I am extremely disappointed with the process of which both of the resolutions came to us tonight. I will speak on this one now. Solidarity means to come together, to be cohesive, to display camaraderie and unity. In a time like today, I am saddened that I do not feel that is happening with this governing board. As a board, we have always tried to work as a team to fulfill our responsibilities. We governed as a board and not as individual trustees. While understanding our role, we work together to make decisions best meet the needs of our students and our district. We have had a long standing relationship with our teachers and I have always respected their positions and their input to do what is best for our kids. We have a PAL collaboration and have worked very hard to include them on the vision of our district. For years, I have asked that resolutions not be brought to the board unless we have had time to discuss them as an issue, collaborate on the vision and come together as a body before proposing an actual resolution. This is not something new. I am extremely disappointed that before us today, we have 2 resolutions that were shared with hundreds of people before coming to this board for ANY input. This is wrong and I am extremely frustrated with how this happened. At a time where we could have come together in solidarity to learn from one another, listen to each other and to feel good about moving forward with a plan to help our students, instead feel emotionally spent and extremely manipulated. This is not how we should be operating as a Board. Trust is the result of understanding and respect, not always agreement." Trustee Berryman stated this is a time we learn from each other and stated she would of liked to have more time to review the Resolution sample and include the teachers/staff in conversation. She would like to acknowledge more time to acknowledge Black Lives instead of just 1-2 weeks. Trustee Berryman shared she is part of the Fullerton Collaborative Board and they are having conversations that affect the community.

Trustee Meyer shared her sentiments regarding the need for change, diversity, and equity and it has to be done correctly. She commented the importance of bringing stakeholders (staff and administrators) together to receive their feedback regarding an important topic that relates to changes that may affect curriculum. Trustee Meyer stated actions speak more than words. Trustee Sugarman stated her concerns that Resolutions that the Board adopt needs to be reviewed taking into consideration all stakeholders and listening to the voices of everyone. She stated of previous injustices she and her family have experienced. Trustee Sugarman made reference to several public comments that were received for the Board Meeting. Trustee stated it is important to create a proclamation/document on behalf of all stakeholders that represents the voices of people from all color and creating this document together. Trustee Sugarman suggesting tabling the Resolution to create a stronger Resolution with a complete plan.

Trustee Sugarman made a motion to create a committee (focus group) to address issues that affect people of color including black lives. President Vazquez spoke about placing items on the agenda and Brown Act. President Vazquez stated that black brothers and sisters be kept in the for front. President Vazquez referenced two student testimonials.

President Vazquez made a revised motion to include suggested revisions that include: creating a committee with stakeholders to discuss and revising dates on the Resolution. Trustee Thakur seconded the revised motion.

Trustee Berryman stated she is supportive of racial equality and would like for the Resolution to be more inclusive of all races and add more to the Resolution that includes the sentiments of everyone. Trustee Thakur stated Black Lives matter. Trustee Berryman suggested addressing the letter to the community affecting the community is a top priority followed by a discussion/approval of a Resolution. Trustee Berryman stated this Resolution is important but would like to see the Resolution be as strong and better written. Trustee Sugarman referenced a quote from Martin Luther King, Jr. Trustee Thakur commented he would like to revise the first paragraph of the Resolution to state... "we encourage district-wide participation in the national Black Lives Matter At School Week during Black History month and another week to be determined by the Superintendent."

Trustee Meyer made an alternate motion to table the Resolution for Black Lives Matter and write a letter addressing racial equality; trustee Sugarman seconded the motion. No roll call was taken on this motion.

The Board recessed at 11:05 p.m. and resumed Open Session at 11:11 p.m. Dr. Chad Hammitt reported that legal counsel advised that the Board considers the most recent motion first and if it fails it goes back to the original motion.

President Vazquez made an alternate revised motion to table the Black Lives Matter Resolution to the June 23, 2020, Board Meeting. Trustee Thakur made an alternate motion to "continue" the discussion of the Black Lives Matter Resolution to the June 23rd Board Meeting with Board revisions sent to the Superintendent's Office and President Vazquez seconded the motion. Roll Call was taken and approved 4-1 to continue the discussion/action to June 23rd. Roll call was taken and approved 4-1 (Trustee Berryman yes, Trustee Sugarman yes, Trustee Thakur yes, President Vazquez yes, and Trustee Meyer opposed.)

Trustee Berryman made a motion, seconded by Trustee Meyer, to address #2a, #2b, and #2h at the June 9th Board Meeting and move items #2c, #2d, #2e, #2g, and #2i to the June 23rd Board meeting. Roll Call was taken and motion approved 5-0.

2a. Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 Pandemic Response.

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez, and carried 5-0 to Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 Pandemic Response.

2b. Approve Master Lease Purchase Agreements #450-0020571-000 and #450-0020571-001 between Wells Fargo Vendor Financial Services, LLS and Fullerton School District to refresh the District's Student iPad VIP Program, District Office and various school sites to purchase iPads and/or Apple Computers beginning July 1, 2020 through June 30, 2025.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to Approve Master Lease Purchase Agreements #450-0020571-000 and #450-0020571-001 between Wells Fargo Vendor Financial Services, LLS and Fullerton School District to refresh the District's Student iPad VIP Program, District Office and various school sites to purchase iPads and/or Apple Computers beginning July 1, 2020 through June 30, 2025.

2h. Letter to the community regarding National events affecting the community.

Dr. Pletka thanked the staff and community members who emailed or spoke to him about their opinions and feelings concerning the national events affecting our community and our nation. Dr. Pletka stated dialogue is important and listening to the voices of others is critical. He stated that it is important for the Board to discuss and approve a letter that address the concerns of many people. Dr. Pletka stated the voice of the Board is important and urged the Board for their support and add any language the Board feels is important to the letter.

It was then moved by Trustee Berryman, seconded by Trustee Sugarman, to send the letter on behalf of the Board of Trustees. Trustee Sugarman stated it is important to hear the voice of black people in our community

and all people of color. Trustee Meyer stated she would like to add a piece to the letter that Black lives matter; Trustee Thakur stated the importance of standing in solidarity with black brothers and sisters and believe that Black lives matter. The Board discussed and agreed to add the following statement (taken from the Black Lives Resolution) at the end of the letter: The Fullerton School District Board of Trustees declares that the lives of our black students matter, the lives of our black families matter, the lives of our black teachers and staff members matter, and that all black lives matter.

Roll call was taken and motion passed 5-0 to send a letter to the community regarding National events affecting the community on behalf of the Board of Trustees.

Board Member Request(s) for Information and/or Possible Future Agenda Items

President Vazquez stated she would be sending the Superintendent's Office tentative dates for the upcoming Special Board Meeting to discuss Board Protocols, LCAP involvement from the Board, Board Self-Evaluation, and Superintendent evaluation.

Trustee Berryman stated that budget reductions are expected in the future. She would like to discuss attendance at conferences for the Board; trustee Meyer seconded the motion to add topic to a future Board agenda.

Trustee Sugarman stated June has 30 days and in July staff is scheduled for vacation. She stated the importance of holding the Board Protocol meeting in the near future and requested a date to be scheduled.

President Vazquez adjourned the Regular meeting on June 09, 2020, at 11:51 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, June 23, 2020
4:30 p.m. Closed Session, 5:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following audio:

(669) 900-9128 or (253) 215 -8782 or (346) 248-7799 (toll charges may apply)

Webinar ID: 811 6157 5498

Password: 208364

Public comment may be submitted by email to publiccomment@myfsd.org on or before Tuesday, June 23, 2020 at 2:00 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. Closed Session to be held at 4:30 p.m. to 5:00 p.m., and will reconvene into Open Session at 5:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

THIS MEETING WILL BE TAPE RECORDED

4:30 p.m.- Call to Order, Pledge of Allegiance

Public Comments

4:30 p.m.- Recess to Closed Session – Agenda:

- Potential Litigation [Government Code section 54956.9(b)(1)];
- Confidential Student Services [Education Code sections 35146, 48918];

5:00 p.m. – Call to Order Open Session, Pledge of Allegiance, Report from Closed Session.

Superintendent's Report

- Listening and Respond Tour: DELAC, PTA, CSEA, FETA, FESMA

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address publiccomment@myfsd.org on or before Tuesday, June 23, 2020 at 2:00 pm and include first and last name of person submitting public comment. Please limit

comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

Approve Minutes

Regular Meeting June 9, 2020

Action Item:

Approve agenda as listed below

Approve Consent Agenda and/or Request to Move an Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify Purchase Orders numbered N22D0361 through N22D0362, N22E0374 through N22E0386, N22M0309 through N22M0313, N22R1202 through N22R1219, N22V0156 through N22V0162, N22X0394 through N22X0397, and N22Z0078 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220647 through 220692 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 128136 through 128304 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14342 through 14400 for the 2019/2020 school year.

1g. Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters for Raymond and Orangethorpe Schools effective September 1, 2020 through May 28, 2021.

1h. Approve Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2020/2021 and 2021/2022 school years.

1i. Approve Agreement between Fullerton School District and Freckle-Renaissance Learning Inc. to provide a platform for digital student portfolios and family communication at Rolling Hills School for the 2020/2021 school year.

1j. Approve renewal contract with ASCIP effective July 1, 2020 through June 30, 2021.

1k. Adopt resolutions numbered 19/20-B033 through 19/20-B038 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve agreement with Level Data to provide a two-way system from the Nutrition Services (eTriton) software to the student information system (PowerSchool) and state data validation suite, effective July 1, 2020 through June 30, 2021.

1m. Approve license agreement with Forecast5 Analytics for the 2020/2021 school year.

1n. Approve Agreement with The Hauffe Company for DSA Inspections, Closeout, and Post-Construction-Certification (PCC).

1o. Approve updated addendum with Ink Three Seven Eight for various DSA project certification services through the 2019/2020 and 2020/2021 Fiscal School Years.

1p. Approve/Ratify Agreement with Anacal Engineering Co. for topographic survey, including DSA Review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years.

1q. Approve/ratify agreement with T & B Engineering Inc., a structural engineering firm. T & B Engineering Inc., will provide architectural restoration, architectural engineering, stress analysis and other services, including DSA review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years.

1r. Approve Classified tuition reimbursement.

1s. Approve Notice of Completion for New Dimension General Construction for Robert C. Fidler School Improvements, Project FSD-18-19-DF-02.

1t. Approve contract between the Fullerton School District and Canvas for the 2020/2021 school year.

1u. Approve one year agreement between Fullerton School District and FSi Security for the purchase of LightSpeed Systems Mobile Management System for the Districts student iPads beginning July 17, 2020 through July 17, 2021.

1v. Approve contract between the Fullerton School District and Nearpod, Inc., for the 2020/2021 school year.

1w. Approve contract between the Fullerton School District and Zoom Video Communications Inc. for the 2020-2021 school year.

1x. Approve the General Service Agreement between the Fullerton School District and Return-to-Work Partners effective July 1, 2020 through June 30, 2021.

1y. Approve rejection of a claim against the Fullerton School District numbered: 190684.

1z. Approve Notice of Completion for New Dimension General Construction for the demolition and removal of existing non ADA compliant ramps at Golden Hill Elementary School.

1aa. Approve contract between the Fullerton School District and Florida Virtual Schools for the 2020-2021 school year.

1bb. Approve contract between the Fullerton School District and Certica Solutions, Inc. for the 2020-2021 school year.

1cc. Approve contract between the Fullerton School District and Brightbytes Inc. for the 2020-2021 school year.

1dd. Approve/Ratify the Amended 2019/2020 After School Education and Safety Program Contract Extension to December 31, 2020.

1ee. Approve Resolution #19/20-23 of the Board of Trustees of the Fullerton School District authorizing the dedication of 21 solar easements to PFMG-Solar, LLC.

1ff. Approve new Job Description for Lead Counselor.

1gg. Approve new Job Description for Student Success Mentor.

Public Hearing:

Conduct Public Hearing to allow for public comment regarding the Adoption of the Proposed 2020/2021 Budget – All Funds

Public Hearing:

Conduct Public Haring to allow for public comment regarding Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association and to Approve Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

Discussion/Action Items:

2a. COVID-19: Program Models

2b. Approve Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association.

2c. Approve Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

2d. Approve New Board Policy

New:
Instruction
BP 6181 - Alternative Schools/Program of Choice

2e. Adopt Fullerton School District COVID-19 Operations Written Report.

2f. Adopt the Proposed 2020/2021 Budget—All Funds.

2g. Adopt Resolution #19/20-24 regarding the Education Protection Account.

2h. Adopt Resolution #19/20-25 to establish temporary interfund transfers of special or restricted fund monies.

2i. Adopt Resolution #19/20-26 and approve 2020/2021 Child Development State Preschool Contract effective July 1, 2020 through June 30, 2021.

2j. Adopt Resolution #19/20-27 and approve 2020/2021 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2020 through June 30, 2021.

2k. Adopt Resolution #19/20-28 and approve Agreement No. FCI-SD4-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2020 through June 30, 2023.

2l. Approve Special Board Meeting for Board Protocols, Board Self-Evaluation, and other topics determined by the Board

2m. Approve Facilitator options for Special Board Meeting on Board Protocols, Board Self-Evaluation, and other topics determined by the Board

2n. Approve date or date choices for Special Board Meeting on Board Protocols, Board Self-Evaluation, and other topics determined by the Board

2o. Resolution #19/20-21 Proclaiming that Black Lives Matter

2p. Resolution #19/20-22 in Support: Schools and Local Communities Funding Act of 2020

2q. Letter of Appreciation to Local Control and Accountability Plan (LCAP) committee

2r. Virtual Board Meetings during COVID-19 (short-term)

2s. Board meeting distribution option beyond COVID-19 (long-term)

2t. Online Agenda software for Board Agendas and meetings

2u. Board of Trustees Conference Attendance

2v. Approve modifying the start time for Open Session for the July 28, 2020, Regular Board of Trustees Meeting.

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, July 28, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (714) 447-7405. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra hour(s), stipend(s), transfer(s), resignation(s), and reassignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 23, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1177	Acaba	Cynthia	Special Services	Speech	Extra Hours	Approve contracted hourly rate NTE one-hundred sixty (160) hours total certificated employee to teach ESY. Budget #0112354101-1300	6/03/20-07/02/20
1118	Alcaraz	Natalie	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1171	Blashaw	Kimberly	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1156	Branman	Christina	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-8/6/20
1158	Cardenas	Ariel	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-8/6/20
1167	Chung	Amy	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1155	Edwards	Kelli	Special Services	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty-four (24) hours for certificated employee for training. Budget #0112154101-1101	6/10/20-8/6/20
1164	Harrison	Scott	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-8/6/20
1234	Hernandez	Kristi	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to assist admin with schedule preparation. Budget #0130423109-1101	6/01/20-08/06/20
1161	Hitz	Stephanie	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1217	Hubbard	Kristen	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to work on Extended Play. Budget #0138952101-1101	6/8/20-7/31/20
1217	Hume	Jessica	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to work on Extended Play. Budget #0138952101-1101	6/8/20-7/31/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 23, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1175	Kim	Stella	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1162	Larsen	Jill	Pacific Dr	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1154	Leonard	John	Special Services	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty-four (24) hours for certificated employee for training. Budget #0112154101-1101	6/10/20-8/6/20
1206	Ling	Phil	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty-five (25) hours total to work on Extended Summer Play. Budget #0141355239-1101	6/22/20-6/26/20
1178	Lipiz	Kristin	Special Services	Speech	Extra Hours	Approve contracted hourly rate NTE one-hundred sixty (160) hours total certificated employee to teach ESY. Budget #0112354101-1300	6/03/20-07/02/20
1206	Mankiewicz	Matt	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty-five (25) hours total to work on Extended Summer Play. Budget #0141355239-1101	6/22/20-6/26/20
1170	Park	Stephanie	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1168	Pope	Jill	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1044	Rader	Nancy	Special Services	Nurse	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total for certificated employee to work on planning, diastat, SOMS/Clerks/HA/Transportation meeting prep. Budget #0125554341-1201	6/5/20-8/6/20
1184	Radzai-Sanchez	Terri	Valencia Park	Teacher	Extra Hours	Approve contracted hourly rate NTE one (1) hour per day, four days a week, for Summer Reading Intervention Program. Budget #0121228101-1101	6/01/20-06/26/20
1217	Radzai-Sanchez	Terri	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to work on Extended Play. Budget #0138952101-1101	6/8/20-7/31/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 23, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1166	Robledo	Rebecca	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1159	Rodriguez	Heather	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1174	Sorensen	Timothy	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1233	Sotolongo	Amy	Valencia Park	Teacher	Extra Hours	Approve contracted hourly rate NTE forty (40) hours total for PBIS summer planning. Budget #0151055331-1300	6/16/20-08/06/20
1160	Stanislaw	Marci	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1217	Stewart	Kimberly	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to work on Extended Play. Budget #0138952101-1101	6/8/20-7/31/20
1163	Sylvester	Yvonne	Pacific Dr	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1216	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE forty (40) hours total to plan for 20/21 social distancing. Budget #0140155239-1101	6/01/20-6/30/20
1217	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to work on Extended Play. Budget #0138952101-1101	6/8/20-7/31/20
1224	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours total to work on MyFSD Academy. Budget #0140155239-1101	6/8/20-7/31/20
1193	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE forty (40) hours total to plan for 20/21 schedule. Budget #0140155239-1101	06/01/20-06/30/20
1086	TBD		Special Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety-nine (99) hours total for certificated employee to teach ESY. Budget #0112354101-1300	6/3/20-07/02/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 23, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1206	Ungaro	Susan	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE twenty-five (25) hours total to work on Extended Summer Play. Budget #0141355239-1101	6/22/20-6/26/20
1157	Vela	Danielle	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-8/6/20
1173	Vidales	Katherine	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1176	Vuong-Dac	Van-Ahn	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1172	Wilson	Tony	Ladera Vista	Teacher	Extra Hours	Approve contracted hourly rate NTE seven and a half (7.5) hours for certificated employee for Co-Teaching. Budget #0112154101-1101	6/10/20-08/06/20
1217	Wingfield	Linda	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours total to work on Extended Play. Budget #0138952101-1101	6/8/20-7/31/20
1012	Ascari	Patricia	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Chavez	Jodi	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Dellalonga	Sandra	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Jones	Margaret	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Kean	Whitney	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Khan	Arshiya	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20

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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1013	Kim	Michelle	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Kitley	Susan	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Knowles	Judy	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Moreno	Samantha	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Naslund	Darlene	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Pendleton	Amy	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Reed	Lori	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Rodriguez	Heather	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Slonger	Leslie	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Stanley	Allison	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1013	Tao	Mitchell	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
1012	Zoellner	Elizabeth	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE twelve (12) hours total for PLC meeting. Budget #0121212101-1101	08/03/20-08/07/20
	Russell	Marissa	Nicolas	Teacher	New Hire	Class III, Step 9	8/7/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Chua	Audrey	Special Services	Speech	New Hire	Class IV, Step 3	8/7/20
	Hudson	Esther	Special Services	Nurse	New Hire	Class III, Step 11	8/7/20
	Marks	Patrick	Special Services	Resource	New Hire	Class II, Step 4	8/7/20
	Sixtos	Dulce	Special Services	Teacher	New Hire	Class II, Step 2	8/7/20
	Stapleton	Heather	Special Services	Speech	New Hire	Class II, Step 1	8/7/20
	Sotolongo	Amy	CWA	TOSA	Reassignment		8/7/20
	Sylvester	Amy	IIS	TOSA	Reassignment		8/7/20
	Berens	Jennifer	Richman	Teacher	Resignation		6/1/20
	Forrest	Salina	Nicolas	Teacher	Resignation		6/1/20
1190	Alonzo	Jennifer	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110021101-1100	08/08/19-05/29/20
1209	Anderson	Melissa	Golden Hill	Teacher	Stipend	Approve stipend of \$200 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1189	Angulo	Amber	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1208	Bautista	Zachary	Hermosa	Teacher	Stipend	Approve stipend of \$1,200 for certificated employee to coach for Fullerton Rangers Soccer teacher. Budget #0110016101-1100	2/14/20-5/15/20
1209	Betancourt	Laken	Golden Hill	Teacher	Stipend	Approve stipend of \$200 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1100	Chung	Monah	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1189	Colicchio	Sabra	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1124	Dellalonga	Sandra	Commonwealth	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130212101-1101	6/1/2020-06/05/20
1213	Delva	James	Special Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to teach ED class. Budget #0150454101-1100	08/08/19-05/29/20

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PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 23, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1034	Duchsherer	Katherine	Orangethorpe	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130421109-1100	6/1/20
1065	Frisz	Jane	Nicolas	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130420409-1901	6/1/20
1034	Gable	Amanda	Orangethorpe	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130421109-1100	6/1/20
1065	Gomes	Jennifer	Nicolas	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130420409-1901	6/1/20
1190	Grandahl	Kathleen	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110021101-1100	08/08/19-05/29/20
1034	Hauser	Jeannette	Orangethorpe	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130421109-1100	6/1/20
1209	Hernandez	Leslie	Golden Hill	Teacher	Stipend	Approve stipend of \$200 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1055	Hernandez	Evelin	Acacia	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130410109-1101	6/5/20
1189	Hodge	Audrey	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1189	Hogerhuis	Angela	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1189	Hohn-Mack	Laura	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1100	Huff	Melissa	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1055	Humphrey	Jaime	Acacia	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130410109-1101	6/5/20
1034	Jariwala	Ekta	Orangethorpe	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130421109-1100	6/1/20
1189	Johnson	Lauren	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1190	Karcher	Nancy	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110021101-1100	08/08/19-05/29/20
1124	Kean	Whitney	Commonwealth	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130212101-1101	6/1/2020-06/05/20
1100	Keinast	Tiffany	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1190	Keller	Pamela	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110021101-1100	08/08/19-05/29/20
1100	Kim	Jemimah	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1210	Klien	Amanda	Golden Hill	Teacher	Stipend	Approve stipend of \$300 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1213	Leyva	Stormy	Special Services	Teacher	Stipend	Approve stipend of \$1,250 for certificated employee to teach ED class. Budget #0150454101-1100	08/08/19-05/29/20
1100	Licona	Shalimar	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1100	Maehr	Jennifer	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20

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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1034	Martinez	Samantha	Orangethorpe	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130421109-1100	6/1/20
1100	McMillan	Lisa	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1210	Mominee	Sean	Golden Hill	Teacher	Stipend	Approve stipend of \$300 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1065	Mosley	Clinton	Nicolas	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130420409-1901	6/1/20
1100	Mosqueda	Corinne	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1189	Mulligan	Lori	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1055	Mumma	Tiffany	Acacia	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130410109-1101	6/5/20
1228	Myers	David	Nicolas	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Extended Play Summer Remix. Budget #0130220101-1100	06/01/20-06/30/20
1100	Ninofranco	Ivy	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1100	Rios	Heather	Richman	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130225101-1101	6/1/20
1209	Rivera	Melissa	Golden Hill	Teacher	Stipend	Approve stipend of \$200 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1213	Robledo	Rebecca	Special Services	Teacher	Stipend	Approve stipend of \$1,250 for certificated employee to teach ED class. Budget #0150454101-1100	08/08/19-05/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1189	Sapien	Jessica	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1189	Saqr	Maria	Rolling Hills	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach Multi-Age class. Budget #0110026101-1100	08/08/19-05/29/20
1065	Shin	Grace	Nicolas	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130420409-1901	6/1/20
1065	Silva	Jesus	Nicolas	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130420409-1901	6/1/20
1211	Sylvester	Amy	Golden Hill	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1021	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$60 for certificated employees attending a Discovery Education NGSS half-day online training. Names will be provided after training. Budget #0141355239-1901	06/01/20-06/04/20
1065	Vidales	Mucio	Nicolas	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130420409-1901	6/1/20
1210	Wenthur	Nicole	Golden Hill	Teacher	Stipend	Approve stipend of \$300 for certificated employee to work and organize school play. Budget #0111615101-1101	11/01/19-03/08/20
1208	Wilson	Candice	Hermosa	Teacher	Stipend	Approve stipend of \$1,200 for certificated employee to coach for Fullerton Rangers Soccer teacher. Budget #0110016101-1100	2/14/20-5/15/20
1059	Lee	Hye	Beechwood	Teacher	Transfer	Certificated employee will be transferring from Valencia Park to Beechwood.	8/7/20
1060	Mortensen	Jennifer	Beechwood	Teacher	Transfer	Certificated employee will be transferring from Valencia Park to Beechwood.	8/7/20
1	Guerrero	Danielle	Laguna	Teacher	Stipend	Approve stipend of \$120 per day for up to two days only for certificated employee to work on kindergarten orientation. Budget #0130418109-1101	7/1/20-08/6/20

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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1123	Hervey-Murray	Christine	Maple	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130419109-1101	06/01/20-06/05/20
1	Olsen	Stephanie	Laguna	Teacher	Stipend	Approve stipend of \$120 per day for up to two days only for certificated employee to work on kindergarten orientation. Budget #0130418109-1101	7/1/20-08/6/20
1123	Perry	Katherine	Maple	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130419109-1101	06/01/20-06/05/20
1123	Ryan	Theresa	Maple	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130419109-1101	06/01/20-06/05/20
1	Smith	Casey	Laguna	Teacher	Stipend	Approve stipend of \$120 per day for up to two days only for certificated employee to work on kindergarten orientation. Budget #0130418109-1101	7/1/20-08/6/20
1123	Sok-Huynh	Devi	Maple	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130419109-1101	06/01/20-06/05/20
1123	Zaucha	Melissa	Maple	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130419109-1101	06/01/20-06/05/20

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on June 23, 2020.

Clerk/Secretary

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: June 23, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Acacia Elementary School Foundation	Community Partner	Monetary Donation	Donation for various school programs	\$118,000.00
Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, and Woodcrest	Fullerton Fiber City	Community Partner	1,200 Tacos for students	Grab & Go lunches	
District Office	Angela Platon	Staff	Non-perishable foods for 13 families	COVID-19 Needy Families Donation	
District Office	Costco Fullerton	Community Partner	\$200 Gift Card	COVID-19 Needy Families Donation	
District Office	Dottie & Amy Pendleton	Staff and Retired Staff	Bi-weekly delivery of groceries to two families and 6 large bags of blankets	COVID-19 Needy Families Donation	
District Office	Dr. & Mrs. Daskalakis	Parent	1,000 Citrus fruits	COVID-19 Needy Families Donation	
District Office	Enrique Munoz	Community Partner	3,000 comic books	COVID-19 Needy Families Donation	
District Office	Frito Lay	Community Partner	20 pallets of chips and snacks	Grab & Go lunches	
District Office	Gabby Yolla	Staff	New and gently used clothes, toys, and books	COVID-19 Needy Families Donation	
District Office	ICNA Relief	Community Partner	3,600 boxes of fresh fruit/produce	COVID-19 Needy Families Donation	
District Office	Kimberly Clark	Community Partner	14 pallets of Kleenex	COVID-19 Needy Families Donation	
District Office	Leila & Subin Kim (AIRES - AI Robotics Ethics Society)	Former student	100 face shields	COVID-19 Needy Families Donation	
District Office	Nancy Mizuno	Staff	45 boxes of fresh produce	COVID-19 Needy Families Donation	
District Office	Rachel Moralez	Staff	Non-perishable foods and supplies	COVID-19 Needy Families Donation	
District Office	Ranjit Singh	Parent	Weekday food donation from five 7-Eleven stores	COVID-19 Needy Families Donation	
District Office	Senator Ling Ling Chang's Office	Community Partner	1,300 Bread/Rolls	COVID-19 Needy Families Donation	
District Office	Sherrie Williamson	Staff/Parent	Non-perishable food and household items	COVID-19 Needy Families Donation	
District Office	Yasmin Duque	Staff	Diapers, baby wipes, and baby food	COVID-19 Needy Families Donation	
District Office	Servpro of Fullerton	Community Partner	Monetary Donation	COVID-19 Needy Families Donation	\$1,000.00
District Office	Shannon Bauserman	Staff	4 grocery bags of food	COVID-19 Needy Families Donation	

District Office/Acacia	Mara Gaborro	Parent	300 bags of Pentel pens/pencils	COVID-19 Needy Families Donation	
District Office/Visual and Performing Arts	Orangethorpe PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,800.00
Fisler	Fisler PTSA	PTA	Monetary Donation	8th grade yearbooks	\$1,093.67
Fisler	Fisler PTSA	PTA	Monetary Donation	Field trips, site licenses, and office supplies	\$18,020.00
Parks Jr. High	Parks PTSA	PTSA	Monetary Donation	Field trip fundraising	\$1,471.00
Richman	Box Tops for Education	Community Partner	Monetary Donation	Books for school library	\$20.20
Richman	Fullerton Rotary Foundation	Community Partner	Monetary Donation	Books for school library	\$1,500.00
Rolling Hills	Box Tops for Education	Community Partner	Monetary Donation	Supplies for students	\$116.90

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, CPA, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22D0361 THROUGH N22D0362, N22E0374 THROUGH N22E0386, N22M0309 THROUGH N22M0313, N22R1202 THROUGH N22R1219, N22V0156 THROUGH N22V0162, N22X0394 THROUGH N22X0397, AND N22Z0078 FOR THE 2019/2020 SCHOOL YEAR.

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22D0361 through N22D0362, N22E0374 through N22E0386, N22M0309 through N22M0313, N22R1202 through N22R1219, N22V0156 through N22V0162, N22X0394 through N22X0397, and N22Z0078 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/23/2020

FROM 05/22/2020 TO 06/04/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0361	SUPPLY MASTER	965.44	965.44	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22D0362	DESPARS EMBROIDERY	744.50	744.50	0130417149 4310	LCFF Base Vocal Music LV / Materials and Supplies Instr
N22E0374	BRUNEAU, LAURIE	754.62	754.62	8152451741 4350	Property and Liability / Materials and Supplies Office
N22E0375	CONTRERAS, SANDY	147.40	147.40	0130655223 4350	Peer Assistance Review Prog / Materials and Supplies
N22E0376	BYUN, CHRISTINE	12.38	12.38	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0377	BYUN, CHRISTINE	39.09	39.09	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0378	CALVO-NITE, ANDREA	539.14	539.14	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22E0379	BACHER, DENISE	333.49	333.49	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0380	NGUYEN, MARY	272.49	272.49	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0381	MERDA, MEGAN	117.45	117.45	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0382	GREEN, TERESA	829.95	829.95	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0383	COLLINS, BETHANIE	128.28	128.28	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0384	SIMPSON, KIMBERLY	35.58	35.58	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22E0385	FRANCO, NORMA	109.56	109.56	0130429279 4350	LCFF Base Admin Woodcrest / Materials and Supplies
N22E0386	MUNDSCHAU, ROBIN	52.80	52.80	0140823279 5901	Postage School Admin Parks / Communications Postage
N22M0309	STATE ARCHITECT, DIVISION OF T	1,698.50	1,698.50	2568150859 5899	Amerige Hts New Dev Facilities / Other Expenses
N22M0310	NEW DIMENSIONS GENERAL CONSTRU	6,984.41	6,984.41	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0311	NEW DIMENSIONS GENERAL CONSTRU	1,183.64	1,183.64	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0312	ORANGE COUNTY PUBLIC SAFETY	11,776.00	11,776.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
N22M0313	KYA SERVICES LLC	155,631.47	155,631.47	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22R1202	SAN JOAQUIN CNTY OFFICE OF EDU	4,000.00	4,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R1203	GLASBY MAINTENANCE SUPPLY COMP	12,606.75	12,606.75	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1204	SIERRA SCHOOL EQUIPMENT COMPAN	2,747.63	2,747.63	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1205	SIERRA SCHOOL EQUIPMENT COMPAN	25,229.67	25,229.67	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/23/2020

FROM 05/22/2020 TO 06/04/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1206	SWEETMAN SYSTEMS	1,934.11	1,934.11	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22R1207	INSTITUTE FOR CAMPUS SAFETY LL	450.00	450.00	8152451741 5800	Property and Liability / Other Contracted Services
N22R1208	OFFICE DEPOT BUSINESS SERVICE	1,498.53	1,498.53	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22R1210	SCHOOL SPECIALTY	377.98	377.98	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22R1211	CDW.G	1,221.01	1,221.01	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R1213	LAW OFFICE OF JENNIFER S CHANG	6,500.00	6,500.00	0142054201 5828	Special Ed Administration / Settlements
N22R1214	AUGUSTIN EGELSEE LLP	9,750.00	9,750.00	0142054201 5828	Special Ed Administration / Settlements
N22R1215	KIM, MINJUNG	2,604.35	2,604.35	0142054201 5828	Special Ed Administration / Settlements
N22R1216	DAVIS, MORGAN	152.95	152.95	0142054261 5220	Spec Ed Parent Participation / Mileage
N22R1217	PLUSOPTIX INC.	295.00	295.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R1218	LIGHTSPEED TECHNOLOGIES INC	319,371.00	319,371.00	0154350109 6410	COVID 19 Instruction / New Equip Less Than \$10,000
N22R1219	SIERRA SCHOOL EQUIPMENT COMPAN	754.25	754.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22V0156	AMAZON.COM	2,312.28	1,128.11	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,184.17	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0157	DATA IMPRESSIONS	191,435.12	191,435.12	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
N22V0158	MOVIMED & MOVITHERM	80,017.32	80,017.32	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
N22V0159	APPLE COMPUTER INC	2,189.17	164.55	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
			2,024.62	0141355239 6410	STEM Program Discrete / New Equip Less Than \$10,000
N22V0160	APPLE COMPUTER INC	1,534.41	1,534.41	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0161	AMAZON.COM	1,917.94	1,917.94	0153750791 6410	Business Administration PR / New Equip Less Than
N22V0162	US AIR CONDITIONING DISTRIBUTO	1,138.66	1,138.66	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
N22X0394	GOMEZ AND ASSOCIATES INC	2,500.00	2,500.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0395	GORM INC	1,500.00	1,500.00	0112354101 4360	Extended Year Severe Instr / Materials and Supplies Other
N22X0396	LAW OFFICES OF SOO YUN	5,000.00	5,000.00	0142054201 5828	Special Ed Administration / Settlements

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/23/2020

FROM 05/22/2020 TO 06/04/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0397	JUNG, EVELYN	5,912.50	5,912.50	0142054201 5828	Special Ed Administration / Settlements
N22Z0078	1ST TOUCH ELECTRIC INC	10,000.00	10,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	873,143.26			
	Fund 12 Total:	1,260.44			
	Fund 25 Total:	1,698.50			
	Fund 81 Total:	1,204.62			
	Total Amount of Purchase Orders:	877,306.82			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 06/23/2020

FROM 05/22/2020 TO 06/04/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0050	HAUFFE COMPANY INC	11,500.00	+1,500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0190	NATIONAL CONSTRUCTION RENTALS	3,032.64	+460.08	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22X0276	BELLFLOWER MUSIC CENTER	3,005.00	+605.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
N22X0278	HOLLANDER GLASS INC	5,462.60	+462.60	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0305	ORANGE CNTY DEPARTMENT OF EDUC	40,000.00	+17,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
N22Z0027	LOWES HIW INC	37,000.00	+12,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0059	COSTCO WHOLESALE	525.00	+25.00	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
N22Z0074	C A AND A TREE CARE INC	60,000.00	+25,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
Fund 01 Total:			57,052.68		
Total Amount of Change Orders:			57,052.68		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

06/23/2020

FROM 05/22/2020 TO 06/04/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0259	JOHNSON, BERNARD	190.00	190.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0320	CENTENO, CRISTINA	43.24	43.24	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
N22M0222	NEW DIMENSIONS GENERAL	7,002.41	7,002.41	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22R1166	AMAZON.COM	446.45	446.45	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
	Fund 01 Total:	7,682.10			
	Total Amount of Purchase Orders:	7,682.10			

Addendum to:

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CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220647 THROUGH 220692 FOR THE 2019/2020 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated May 22, 2020 through June 4, 2020 contains purchase orders numbered 220647 through 220692 for the 2019/2020 school year totaling \$1,333,639.26. Purchase order number 220652 was void.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220647 through 220692 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

Fullerton School District

6/10/2020 2:30:54 PM

Show all data where the Order Date is between 5/22/2020 and 6/4/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220670	5/28/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2069	\$2,069.00	
10000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1985	\$1,985.00	
1000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$520.40	
270	ea	16040	Choc Milk, NonFat 1/2 PT Eco	\$0.2085	\$56.30	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,630.69
Driftwood Dairy, Inc.	220671	5/28/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2069	\$2,069.00	
10000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1985	\$1,985.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,054.00
Fullerton School District	220655	5/27/2020	4/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Actual 9B Payroll per April Bitech Report	288,840.1300	\$288,840.13	
1	ea	2	Actual Dist. Exp. per April Bitech Report	\$57,821.7100	\$57,821.71	
1	ea	3	Credit: Catering Invoices	(\$201.0000)	(\$201.00)	
					Sales Tax:	\$0.00
					P.O. Total:	\$346,460.84
Fullerton School District	220656	5/27/2020	5/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per May Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per May Bitech Report	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
Fullerton School District	220657	5/27/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per June Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per June Bitech Report	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
Fullerton School District	220658	5/27/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Indirect Cost SY 19-20	220,000.0000	\$220,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
Gold Star Foods Inc.	220647	5/22/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,430.80	
28	case	30210	Grilled Cheese GS#406104 IW 72/case	\$41.8800	\$1,172.64	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
					Vendor Total:	\$8,684.69

Purchase Orders - Detail

Fullerton School District

6/10/2020 2:30:54 PM

Show all data where the Order Date is between 5/22/2020 and 6/4/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220647	5/22/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$2,603.44
Gold Star Foods Inc.	220648	5/22/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$7.9000	\$1,580.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,580.00
Gold Star Foods Inc.	220651	5/22/2020	5/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
80	case	30015	CornDog, Chkn WGJumbo IW(D.Lee)GS#134372 72/cs		\$37.5300	\$3,002.40
25	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$584.00
25	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$1,445.50
70	case	11053	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$2,417.80
30	case	57018	Cheeseburger, MiniTwinsGS#403436/ QCB655 72/4.55oz		\$52.1500	\$1,564.50
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$41.4000	\$2,070.00
					Sales Tax:	\$0.00
					P.O. Total:	\$11,084.20
Gold Star Foods Inc.	220653	5/22/2020	5/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
80	Case	123	Beef Hot Dogs GS#138511		\$38.6600	\$3,092.80
25	Case	123	Banana Bread GS#133796		\$42.4700	\$1,061.75
25	Case	123	String Cheese, Light GS#401174		\$14.6700	\$366.75
25	Case	123	Muffin, Corn GS#400024		\$22.5200	\$563.00
8	cs	1	Burrito, Bean&Chs #405359		\$31.0000	\$248.00
					Sales Tax:	\$0.00
					P.O. Total:	\$5,332.30
Gold Star Foods Inc.	220659	5/27/2020	5/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
250	Case	1	Popcorn, Sweet and Salty 48/1oz #210366		\$5.0000	\$1,250.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,250.00
Gold Star Foods Inc.	220660	5/27/2020	6/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
220	Case	1	PopCorn, Sweet and Salty GS#210366		\$5.0000	\$1,100.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,100.00
Gold Star Foods Inc.	220661	5/27/2020	6/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
220	Case	123	Kettle Corn GS#21003		\$20.0000	\$4,400.00
					Sales Tax:	\$0.00
					P.O. Total:	\$4,400.00
Gold Star Foods Inc.	220662	5/27/2020	6/19/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
220	Case	123	Kettle Corn GS#21003		\$20.0000	\$4,400.00
					Sales Tax:	\$0.00
					P.O. Total:	\$4,400.00

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 5/22/2020 and 6/4/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220663	5/27/2020	5/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,070.00	
50	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,841.00	
70	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$1,935.50	
36	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$2,081.52	
90	case	30214	Taco Stick, Beef GS#400946 IW 50/case	\$38.2900	\$3,446.10	
					Sales Tax:	\$0.00
					P.O. Total:	\$11,374.12
Gold Star Foods Inc.	220664	5/27/2020	5/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	Case	1	Tamale Chix & Chs in foil 72/5.5oz #406536	\$81.5300	\$5,707.10	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,707.10
Gold Star Foods Inc.	220665	5/27/2020	5/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	Case	123	Bean Dip Kit #141488	\$43.8000	\$876.00	
60	Case	123	Applesauce Cups GS#406675	\$21.4800	\$1,288.80	
140	Case	123	Cheez-It GS#203137	\$35.2700	\$4,937.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,102.60
Gold Star Foods Inc.	220666	5/27/2020	5/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
180	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs	\$15.8200	\$2,847.60	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,847.60
Gold Star Foods Inc.	220672	5/29/2020	6/2/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,868.80	
80	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$4,172.00	
50	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$1,727.00	
2	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$78.28	
60	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,484.00	
50	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$2,891.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$13,221.08
Gold Star Foods Inc.	220673	5/29/2020	6/2/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
50	Case	123	Corn GS#239230	\$21.1700	\$1,058.50	
15	Case	123	Hot Dogs GS#138511	\$38.6600	\$579.90	
30	cs	1	Maple Waffle Graham, #203321 300/2ct	\$37.3900	\$1,121.70	
44	cs	1	Turkey Ham & Chs, #405420 100/3.1oz	\$55.8400	\$2,456.96	
80	cs	1	Banana Brd, WG Slice #140926 70/3.4oz	\$33.8700	\$2,709.60	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,926.66
Gold Star Foods Inc.	220674	5/29/2020	6/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs	\$15.8200	\$949.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$949.20

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220675	5/29/2020	6/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$2,209.20
					Sales Tax:	\$0.00
					P.O. Total:	\$2,209.20
Gold Star Foods Inc.	220676	5/29/2020	6/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
80	case	123	Tamale, Chix & Chs 72/5.5oz GS#406536		\$81.5300	\$6,522.40
70	cs	1	Muffin, Choc Chip WG 60/3.15oz GS#113419		\$26.3000	\$1,841.00
					Sales Tax:	\$0.00
					P.O. Total:	\$8,363.40
Gold Star Foods Inc.	220682	5/29/2020	5/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	cs	1	Beef Taquito, 50/4.4oz #139759		\$56.2600	\$1,687.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,687.80
Gold Star Foods Inc.	220687	6/4/2020	6/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,698.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,698.80
Gold Star Foods Inc.	220688	6/4/2020	6/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
110	Case	123	Hot Dogs GS#138511		\$38.6600	\$4,252.60
					Sales Tax:	\$0.00
					P.O. Total:	\$4,252.60
Gold Star Foods Inc.	220689	6/4/2020	6/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
46	case	30214	Taco Stick, Beef GS#400946 IW 50/case		\$38.2900	\$1,761.34
20	case	57018	Cheeseburger, MiniTwinsGS#403436/ QCB655 72/4.55oz		\$52.1500	\$1,043.00
40	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,698.80
30	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$700.80
15	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$262.05
					Sales Tax:	\$0.00
					P.O. Total:	\$5,465.99
Gold Star Foods Inc.	220690	6/4/2020	6/16/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	30214	Taco Stick, Beef GS#400946 IW 50/case		\$38.2900	\$1,914.50
35	case	57018	Cheeseburger, MiniTwinsGS#403436/ QCB655 72/4.55oz		\$52.1500	\$1,825.25
60	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$41.4000	\$2,484.00
70	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$2,577.40
85	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$2,350.25
75	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$3,185.25
55	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$1,284.80
30	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$524.10
					Sales Tax:	\$0.00
					P.O. Total:	\$16,145.55
Gold Star Foods Inc.	220691	6/4/2020	6/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	30214	Taco Stick, Beef GS#400946 IW 50/case		\$38.2900	\$1,914.50

Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220691	6/4/2020	6/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$1,914.50
Gold Star Foods Inc.	220692	6/4/2020	6/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
34	Cs	123	Grilled Cheese GS#406532			\$10.0000 \$340.00
60	Cs	123	Hot Dogs GS#138511			\$10.0000 \$600.00
					Sales Tax:	\$0.00
					P.O. Total:	\$940.00
					Vendor Total:	\$123,556.14
P & R Paper Supply Company, Inc.	220679	5/29/2020	6/3/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
4	case	84312	Cup 10oz styro DRT-10J10 1000/case			\$27.0000 \$108.00
20	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs			\$40.6900 \$813.80
24	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs			\$10.1000 \$242.40
					Sales Tax:	\$18.79
					P.O. Total:	\$1,182.99
					Vendor Total:	\$1,182.99
Form Plastics	220650	5/22/2020	6/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
60	case	86213	Tray 3 5/16x3 5/16, 1350/case Part#5010-128500			\$38.8000 \$2,328.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,328.00
Form Plastics	220680	5/29/2020	6/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
60	case	86213	Tray 3 5/16x3 5/16, 1350/case Part#5010-128500			\$38.8000 \$2,328.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,328.00
					Vendor Total:	\$4,656.00
Hollandia Dairy, Inc	220667	5/28/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
80000	ea	997202	Milk, 1% White 8oz Pouch #1321			\$0.2100 \$16,800.00
80000	ea	997203	Choc.Milk, NF 8oz Pouch #1401			\$0.2000 \$16,000.00
10	cs	997204	Yogurt, Assort. Flavor 8oz.			\$7.9500 \$79.50
10	cs	997205	Milk, Choc. 8oz Shelf Stable #7047			\$10.2600 \$102.60
10	cs	997206	Milk, White 8oz Shelf Stable #7046			\$10.2600 \$102.60
					Sales Tax:	\$0.00
					P.O. Total:	\$33,084.70
Hollandia Dairy, Inc	220668	5/28/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost

Purchase Orders - Detail

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Show all data where the Order Date is between 5/22/2020 and 6/4/2020

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy, Inc		220668	5/28/2020	6/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30000	ea	997200	Milk, 1% White 8oz Pouch #1321 (CACFP)	\$0.2100	\$6,300.00		
30000	ea	997201	Choc.Milk, NF 8oz Pouch #1401 (CACFP)	\$0.2000	\$6,000.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$12,300.00	
					Vendor Total:	\$45,384.70	
U.S. Foodservice, Inc.		220649	5/22/2020	5/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	cs	1	Scrubber, Nylon 3.5x6 Blu 20 ea #2949121	\$9.6800	\$145.20		
					Sales Tax:	\$11.25	
					P.O. Total:	\$156.45	
					Vendor Total:	\$156.45	
Subway 36125		220683	6/2/2020	6/2/2020		4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	cs	123	Subway Staff Training	\$174.8000	\$174.80		
					Sales Tax:	\$0.00	
					P.O. Total:	\$174.80	
					Vendor Total:	\$174.80	
Orange County Department of Education		220654	5/27/2020	5/27/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	kit	1	Harvest of the Month, Small Kits	\$32.4000	\$648.00		
162	kit	1	Harvest of the Month, Large Kits	\$45.0000	\$7,290.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$7,938.00	
					Vendor Total:	\$7,938.00	
Health-e Pro		220678	5/29/2020	5/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Health-e Meal Planner Admin License-Deluxe	\$3,564.0000	\$3,564.00		
3	ea	2	Administrative Login Renewal (included)	\$0.0000	\$0.00		
20	ea	3	School Site Production License	\$95.0000	\$1,900.00		
1	ea	4	Production Module Renewal	\$0.0000	\$0.00		
1	ea	5	Purchasing Module	\$0.0000	\$0.00		
1	ea	6	Renewal Discount Annual 10% thru 6/21	(\$546.4000)	(\$546.40)		
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,917.60	
					Vendor Total:	\$4,917.60	

Purchase Orders - Detail

Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Maria Teresa Gonzalez	220684	6/2/2020	6/2/2020			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Costco, Invoice dated 6/2/20	\$36.6200	\$36.62	
					Sales Tax:	\$0.00
					P.O. Total:	\$36.62
Vendor Total:					\$36.62	

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Repair for 3 FWE Hot Carts	\$500.0000	\$500.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$500.00
Vendor Total:					\$500.00	

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
350	ea	1	Inv.#105/Raymond, dtd 6/1/20	\$2.0000	\$700.00	
300	ea	1	Inv.#106/Maple, dtd 6/1/20	\$2.0000	\$600.00	
170	ea	1	Inv.#107/Commonwealth, dtd 6/2/20	\$2.0000	\$340.00	
230	ea	1	Inv.#108/Orangethorpe, dtd 6/2/20	\$2.0000	\$460.00	
350	ea	1	Inv.#109/Valencia Pk, dtd 6/3/20	\$2.0000	\$700.00	
220	ea	1	Inv.#110/Woodcrest, dtd 6/3/20	\$2.0000	\$440.00	
320	ea	1	Inv.#111/Richman, dtd 6/4/20	\$2.0000	\$640.00	
350	ea	1	Inv.#112/Pacific Dr, dtd 6/5/20	\$2.0000	\$700.00	
330	ea	1	Inv.#113/Raymond, dtd 6/8/20	\$2.0000	\$660.00	
220	ea	1	Inv.#114/Maple, dtd 6/8/20	\$2.0000	\$440.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,680.00
Vendor Total:					\$5,680.00	

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	ea	1	Exhaust Port Flow Control 1/4" NPT #32-1521	\$32.1600	\$64.32	
2	ea	1	Grease, Food Grade #62-895	\$14.6000	\$29.20	
1	ea	1	Solenoid Valve 110V #14-6326	\$124.3000	\$124.30	
					Sales Tax:	\$16.87
					P.O. Total:	\$234.69

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	3.0' Diameter Lazy Susan	\$3,550.0000	\$3,550.00	
					Sales Tax:	\$275.13
					P.O. Total:	\$3,825.13
Vendor Total:					\$4,059.82	

GRAND TOTAL
(NET OF OPEN P.O.S) \$1,153,639.26

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 128136 THROUGH 128304 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 128136 through 128304 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$504,084.90
12	Child Development	\$5,668.03
25	Capital Facilities	\$2,298.50
81	Property / Liability Insurance	\$9,082.32
Total		\$521,133.75

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$521,133.75 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 128136 through 128304 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14342 THROUGH 14400 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14342 through 14400 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$620,056.39, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14342 through 14400 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND BIG BROTHERS BIG SISTERS FOR RAYMOND AND ORANGETHORPE SCHOOLS EFFECTIVE SEPTEMBER 1, 2020 THROUGH MAY 28, 2021**

Background: This will be Raymond School's third year and Orangethorpe School's fourth year participating in this program. Both sites are requesting continued participation for the 2020/2021 school year. Some students at both school sites are at-risk of not completing high school due to outside school influences and childhood exposure to trauma. To offset these outside variables, Big Brothers Big Sisters offers successful, screened, and matched high school students to mentor and inspire our at-risk youth. The 20 students selected will be between the ages of 6-11 and will be carefully matched. These mentor/mentee relationships will allow Raymond and Orangethorpe students to develop a professionally supported, one-to-one relationship that can change their lives for the better.

Rationale: This MOU will allow 20 at-risk students at Raymond and Orangethorpe Schools to participate in a one-to-one mentoring program with a carefully matched, screened, and monitored high school student via the Big Brothers Big Sisters program.

Funding: Services are provided to the District at no cost.

Recommendation: Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters for Raymond and Orangethorpe Schools effective September 1, 2020 through May 28, 2021.

JL:nm
Attachment

Big Brothers Big Sisters | High School Bigs Memorandum of Understanding

This Memorandum of Understanding ("MOU") is an agreement between BIG BROTHERS BIG SISTERS of Orange County & Inland Empire and Fullerton School District. The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the High School Bigs Mentoring Program. The goal is to pair a maximum of 40 at-risk students (Littles) from Raymond and Orangethorpe Elementary with 40 positive, caring, screened and trained high school mentors (Bigs) in one-to-one mentoring relationships that provide positive modeling that leads to school and lifetime success. Duration: 2020-2021 School Year.

Fullerton School District
Dr. Robert Pletka, Superintendent
1401 W. Valencia Dr.,
Fullerton, CA 92833

Big Brothers Big Sisters of Orange County
Jessica Romley
Chief Operating Officer
1801 E. Edinger Ave., #101
Santa Ana, CA 92705

Big Brothers Big Sisters of Orange County & the Inland Empire ("BBSOC&IE") agrees to:

- Work collaboratively with the identified school(s) to provide their youth with strong and enduring, professionally supported, one-to-one relationships that can change their lives for the better, forever.
- Assign BBBSOC staff members to work in partnership with the identified school(s). This person will coordinate program logistics, recruitment, and enrollment and bring the program to fruition.
- Provide insurance coverage for all mentors and mentee participants.
- Provide full screening of all mentors (i.e., interviews, references, assessments, etc.)
- Provide appropriate pre-match training to all mentors and provide ongoing training opportunities.
- Assist school with identification of mentees that would be appropriate to participate in the program.
- Match mentors and mentees based on needs and common interests.
- Plan sessions for mentors and mentees to meet on a regular basis; weekly from 3:30pm-4:30pm.
- Provide activities and supervision at program meetings.
- Contact both the mentee and the mentor on a regular basis and provide support to each match.





**Big Brothers
Big Sisters.**
OF ORANGE COUNTY
& THE INLAND EMPIRE

1801 E. EDINGER AVENUE, SUITE 101
SANTA ANA, CA 92705

- Meet with individual school staff to discuss individual match issues and program logistics on an as needed basis (e.g. when matches are made or when matches are closed).
- Plan and coordinate summer communication between mentors and mentees.
- Collect evaluations of matches and program during the course of the school year (surveying at the beginning of the school year and end of the school year).
- Share outcomes/feedback specific to the program at key points during the year.
- Report on successes, challenges, and opportunities within the partnership to the school at the end of each year.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA").

Responsibilities of Fullerton School District in partnership with the identified school(s):

- Promote the BBBSOC Partnership with school personnel to enhance collaboration efforts.
- Assign a coordinator for the program. This person will coordinate implementing the program and supply requested reporting information.
- Identify currently enrolled boys and girls ages 6-11 that need and appear ready to benefit from extra attention through a match relationship with Big Brothers Big Sisters.
- Recognize the school-based mentoring program as a year-round program.
- Assist BBBSOC staff person in recruiting mentees to be part of the High School Bigs Program. This will include:
 - Dispensing and collecting mentee applications
- Provide a consistent location that is conducive to one-on-one BBBSOC programming. This space should allow for:
 - Child Interviews to take place
 - Group programming to occur
 - Individual matches to meet on a one on one basis
 - Match support to occur
- Provide access to mentee records (i.e. grades, suspensions, attendance) of participating mentees whose parents have given written consent.
- Maintain goal number of matches. This program has a goal to have 20 active matches during the school year. Therefore if mentees leave the program, lose interest in the program, or is dismissed from the program, the identified school(s) will assist to replace those spots with newly recruited mentees.
- Provide BBBSOC staff person with updated contact information and preferred methods of contact.



**Big Brothers
Big Sisters.**
OF ORANGE COUNTY
& THE INLAND EMPIRE

1801 E. EDINGER AVENUE, SUITE 101
SANTA ANA, CA 92705

- Promote good attendance by ensuring mentees are aware of program meeting times and locations. This may include passing out reminder fliers and making announcements to remind mentees to meet.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA").

Upon execution, the parties attest to their acceptance of the terms and conditions of this agreement. At the expiration of this agreement, the undersigned parties will meet at an agreed upon date prior to the end of this agreement to evaluate the partnership and to define future partnership parameters.

Agreed and approved by:

Signature(s) from Fullerton School District:

Printed Name of FSD Representative: Dr. Robert Pletka

Signature of FSD Representative: _____

Title: Superintendent

Date: _____

Signature(s) from Big Brothers Big Sisters of Orange County & the Inland Empire:

Printed Name of BBBSOC&IE Representative: Jessica Romley

Signature of BBBSOC&IE Representative: _____
Jessica Romley

Title: Chief Operating Officer

Date: May 18 2020

Amendment No. 1
To
Memorandum of Understanding
For
Big Brothers Big Sisters

This Amendment is made and entered into this 18 day of May 2020, by and between the 'FULLERTON SCHOOL DISTRICT,' a public educational agency, located at 1401 W. Valencia Dr., Fullerton, CA 92833, hereinafter referred to as "District," and BIG BROTHERS BIG SISTERS of Orange County, located at 1801 E. Edinger, Suite 101 Santa Ana, CA 92705, hereinafter referred to as "BBBSOC", mutually agree to amend the existing contract, as follows:

1. BBBSOC shall provide the District with High School Bigs virtual programming
The goal is to pair a maximum of 40 at-risk students (Littles) from Orangethorpe and Raymond Elementary with 40 positive, caring, screened and trained high school mentors (Bigs) in one-to-one mentoring relationships that provide positive modeling that leads to school and lifetime success. Virtual meetings will be facilitated by a Big Brothers Big Sisters staff member who will provide activities and supervision throughout the duration of the virtual sessions. We will continue to provide all support and follow all safety measures as described in the MOU. In addition, all parents are required to sign a virtual communication consent form in order for students to participate.
2. All notices permitted or required under this MOU shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

BBBSOC: BIG BROTHERS BIG SISTERS
 ATTN: Jessica Romley, Chief Operating Officer
 1801 E. Edinger, Suite 101 Santa Ana, CA 92705

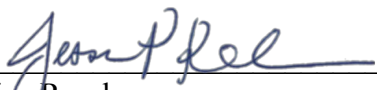
FSD: FULLERTON SCHOOL DISTRICT
 ATTN: Dr. Robert Pletka, Superintendent
 1401 W. Valencia Dr., Fullerton, CA 92833

3. This Amendment is effective upon execution. Any dates set forth in the original contract and/or prior Amendment(s) shall be deemed updated/revised, if necessary, to be compatible with this Amendment. All other terms and conditions of the original contract and/or prior Amendment(s) shall remain the same.

FULLERTON
SCHOOL DISTRICT

By: _____
Dr. Robert Pletka
Superintendent
Date: _____

BIG BROTHERS BIG SISTERS OF THE
ORANGE COUNTY

By:  _____
Jessica Romley
Chief Operating Officer
Date: May 18 2020

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND THE COTSEN FOUNDATION ADDING VARIOUS SCHOOLS FOR THE 2020/2021 AND 2021/2022 SCHOOL YEARS

Background: The Cotsen Foundation for the *Art of Teaching* funds individual teaching mentorships, fellowships, and grants to select elementary schools in California to implement the *Art of Teaching* mentoring program.

Rationale: The Cotsen Foundation has now extended this grant to include the following Schools. Each of these schools will have one mentor teacher-released full time and up to seven fellowship teachers funded to train and collaborate with the Cotsen mentor teacher.

Acacia School	2020/2021	Extended Coaching Grant	
Beechwood School	2020/2021	Extended Coaching Grant	
Laguna Road School	2020/2021	(Year 1)	\$157,933
Laguna Road School	2021/2022	(Year 2)	\$157,933
Orangethorpe School	2020/2021	(Year 1)	\$157,933
Orangethorpe School	2021/2022	(Year 2)	\$157,933
Richman School	2020/2021	(Year 2)	\$122,493

Funding: For the Extended Coaching Grant, Cotsen will cover 50% of one-year full-time salary and cost of benefits for the selected Coach at each school. There is no cost to the District for the Year 1 and Year 2 schools. The Cotsen Foundation fully funds the cost of releasing the mentor teacher and provides up to \$500 to release each fellowship teacher for trainings.

Recommendation: Approve Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2020/2021 and 2021/2022 school years.

JL:nm
Attachment

COTSEN FOUNDATION

FOR THE ART OF TEACHING

12100 Wilshire Blvd., Suite 920 | Los Angeles, CA 90025 | T 310.826.0504 F 310.826.2667 | www.cotsen.org

Extended Coaching Grant MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding, dated as of the **20th day of May 2020** (the “Agreement”), between the Cotsen Foundation for the ART of TEACHING (the “Foundation”), the **Fullerton School District** (the “School District”) and **Acacia Elementary School** (the “School”), (each, a “Party” and together, the “Parties”), sets forth the terms governing the Extended Coaching Grant.

The Foundation provides a one-year grant to the School. The purpose of the grant is to sustain the work begun during the fellowship years. This sustainability vision occurs through a coaching program designed to support teachers achieving the highest levels of teaching excellence with the Coach spending a minimum of 50 percent of their time face-to-face with teachers.

II. Period

This grant is for the period from July 1, 2020 to June 30, 2021.

III. Terms of Collaboration

The Foundation, the School District, and the School hereby agree to enter into a collaborative relationship over a one-year period, with the terms set forth below.

1. The School is responsible for determining and submitting the coaching schedule before the start of the school year.
2. The School is responsible for creating a plan to integrate alumni into the study.
3. The School is responsible for adhering to the grant monitoring protocols, which includes, but is not limited to, coaching logs, teacher surveys, rubric implementation, evaluator interviews and Foundation staff site monitoring.
4. The School is responsible for maintaining a content-area focus.
5. The Foundation hereby agrees to:

- a. Provide a grant to the School District to cover 50% of one year of full-time salary and cost of benefits for the selected Coach at the School, which includes items such as paid time off for sick leave, authorized vacation days, holidays, and other authorized absences which fall within the period of the Coach's participation under this Agreement, only to the extent the Coach is entitled to. However, the Foundation shall not reimburse the School for more than thirteen (13) days of paid time off per year, during the period of this Agreement.
- b. Provide training programs in the area of coaching for the coach and the principal.

6. The School District hereby agrees to:

- a. Provide an estimate of the Coach's full-time salary and cost of benefits before the start of each fiscal year and updates throughout the year as requested by the Foundation.
- b. Dedicate all of the Coach's regular working hours to this Program and agree that the Coach will not participate in any other extra activities unrelated to this Extended Coaching Grant during his/her regular working hours throughout the term of this Agreement.
- c. Provide the Coach with a private workspace at the school site including regular access to an internet-connected computer.
- d. Allow the Foundation to video record any and all aspects of the Extended Coaching Grant during the term of this Agreement. The Foundation shall own all copyrights to the videos and can use the videos for any and all purposes at the discretion of the Foundation during the term of this Agreement and thereafter. Regular video recording will be taken of teachers teaching in their classrooms, including student and teacher interactions. The School will obtain any required consents from the teachers and students' parents or guardians using the consent form provided by the Foundation. Teachers will be provided with copies of their videos.
- e. Avoid entering into a collaborative relationship substantially similar to this Program without the prior written consent of Foundation.

7. The Coach in this Program will:

- a. Report a log of their time through the Foundation's Coach Logs system with the expectation that the Coach will log a minimum of 50 percent of their time coaching face-to-face with teachers, either in person or virtual.

8. All participants in this Program will:

- a. Establish professional goals aligned with the California Standards for the Teaching Profession and the California Content Standards and/or the Common Core Content Standards.

IV. Grant Disbursement

School District must submit timely invoices and supporting documents to the Foundation for the disbursement of the following grant:

1. Coach Teachers' Salaries and Benefits

a. Required Information (included on invoice and/or supporting documents):

- Coach name
- Period covered
- Breakdown of salaries and benefit costs

b. Deadline: The School District must submit invoices to the Foundation at a minimum twice a year. In the 2020-2021 fiscal year, the first invoice must be submitted by January 15, 2021 and the second invoice must be submitted no later than July 16, 2021. The first invoice shall reflect costs incurred from July through December and the second invoice from January through June.

V. Termination

Either party may, by at least 30 days advance written notice to the other, terminate this Agreement should either Party decide, in good faith, that no measurable progress has been, or is likely to be demonstrated. Death, termination or disability of a Coach may result in the termination of the Agreement in whole or in part, at the discretion of the Foundation. In the event of such termination, the School shall be entitled to retain funds previously paid by the Foundation, and to be paid additional amounts for expenditures incurred in connection with this Agreement as of the date of termination.

VI. Indemnification

The Cotsen Foundation, the School District and the School shall each indemnify and hold harmless the other party's Board of Trustees, officers, agents, employees and volunteers from and against any and all losses, claims or expenses arising out of any liability or claim for liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of actions or omissions of either party, except for liability resulting from the negligence or willful misconduct of other party and/or its own Board of Trustees, officers, agents, employees and volunteers. The Cotsen Foundation, the School District and the School will each assume workers compensation liability for injury or death of its Board of Trustees, officers, agents, employees and volunteers.


VII. Arbitration

Should either party wish to commence any legal proceeding involving this Agreement, the

moving party shall be entitled to initiate arbitration proceedings. Proceeding shall be initiated and conducted in Los Angeles, California under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The party prevailing in such proceedings shall be entitled to recover costs and reasonable attorney's fees from the party not prevailing.

In witness whereof, the Parties hereto have executed this Agreement.

Cotsen Foundation for the ART of TEACHING

By: 
Name: Jerry Harris
Title: Executive Director

Acacia Elementary School

By: _____
Name: Elizabeth Leon
Title: Principal

Fullerton School District

By: _____
Name: Robert Pletka
Title: Superintendent

COTSEN FOUNDATION

FOR THE ART OF TEACHING

12100 Wilshire Blvd., Suite 920 | Los Angeles, CA 90025 | T 310.826.0504 F 310.826.2667 | www.cotsen.org

Extended Coaching Grant MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding, dated as of the **20th day of May 2020** (the “Agreement”), between the Cotsen Foundation for the ART of TEACHING (the “Foundation”), the **Fullerton School District** (the “School District”) and **Beechwood Elementary School** (the “School”), (each, a “Party” and together, the “Parties”), sets forth the terms governing the Extended Coaching Grant.

The Foundation provides a one-year grant to the School. The purpose of the grant is to sustain the work begun during the fellowship years. This sustainability vision occurs through a coaching program designed to support teachers achieving the highest levels of teaching excellence with the Coach spending a minimum of 50 percent of their time face-to-face with teachers.

II. Period

This grant is for the period from July 1, 2020 to June 30, 2021.

III. Terms of Collaboration

The Foundation, the School District, and the School hereby agree to enter into a collaborative relationship over a one-year period, with the terms set forth below.

1. The School is responsible for determining and submitting the coaching schedule before the start of the school year.
2. The School is responsible for creating a plan to integrate alumni into the study.
3. The School is responsible for adhering to the grant monitoring protocols, which includes, but is not limited to, coaching logs, teacher surveys, rubric implementation, evaluator interviews and Foundation staff site monitoring.
4. The School is responsible for maintaining a content-area focus.

5. The Foundation hereby agrees to:
 - a. Provide a grant to the School District to cover 50% of one year of full-time salary and cost of benefits for the selected Coach at the School, which includes items such as paid time off for sick leave, authorized vacation days, holidays, and other authorized absences which fall within the period of the Coach's participation under this Agreement, only to the extent the Coach is entitled to. However, the Foundation shall not reimburse the School for more than thirteen (13) days of paid time off per year, during the period of this Agreement.
 - b. Provide training programs in the area of coaching for the coach and the principal.
6. The School District hereby agrees to:
 - a. Provide an estimate of the Coach's full-time salary and cost of benefits before the start of each fiscal year and updates throughout the year as requested by the Foundation.
 - b. Dedicate all of the Coach's regular working hours to this Program and agree that the Coach will not participate in any other extra activities unrelated to this Extended Coaching Grant during his/her regular working hours throughout the term of this Agreement.
 - c. Provide the Coach with a private workspace at the school site including regular access to an internet-connected computer.
 - d. Allow the Foundation to video record any and all aspects of the Extended Coaching Grant during the term of this Agreement. The Foundation shall own all copyrights to the videos and can use the videos for any and all purposes at the discretion of the Foundation during the term of this Agreement and thereafter. Regular video recording will be taken of teachers teaching in their classrooms, including student and teacher interactions. The School will obtain any required consents from the teachers and students' parents or guardians using the consent form provided by the Foundation. Teachers will be provided with copies of their videos.
 - e. Avoid entering into a collaborative relationship substantially similar to this Program without the prior written consent of Foundation.
7. The Coach in this Program will:
 - a. Report a log of their time through the Foundation's Coach Logs system with the expectation that the Coach will log a minimum of 50 percent of their time coaching face-to-face with teachers, either in person or virtual.
8. All participants in this Program will:
 - a. Establish professional goals aligned with the California Standards for the Teaching Profession and the California Content Standards and/or the Common Core Content

Standards.

IV. Grant Disbursement

School District must submit timely invoices and supporting documents to the Foundation for the disbursement of the following grant:

1. Coach Teachers' Salaries and Benefits
 - a. Required Information (included on invoice and/or supporting documents):
 - Coach name
 - Period covered
 - Breakdown of salaries and benefit costs
 - b. Deadline: The School District must submit invoices to the Foundation at a minimum twice a year. In the 2020-2021 fiscal year, the first invoice must be submitted by January 15, 2021 and the second invoice must be submitted no later than July 16, 2021. The first invoice shall reflect costs incurred from July through December and the second invoice from January through June.

V. Termination

Either party may, by at least 30 days advance written notice to the other, terminate this Agreement should either Party decide, in good faith, that no measurable progress has been, or is likely to be demonstrated. Death, termination or disability of a Coach may result in the termination of the Agreement in whole or in part, at the discretion of the Foundation. In the event of such termination, the School shall be entitled to retain funds previously paid by the Foundation, and to be paid additional amounts for expenditures incurred in connection with this Agreement as of the date of termination.

VI. Indemnification


The Cotsen Foundation, the School District and the School shall each indemnify and hold harmless the other party's Board of Trustees, officers, agents, employees and volunteers from and against any and all losses, claims or expenses arising out of any liability or claim for liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of actions or omissions of either party, except for liability resulting from the negligence or willful misconduct of other party and/or its own Board of Trustees, officers, agents, employees and volunteers. The Cotsen Foundation, the School District and the School will each assume workers compensation liability for injury or death of its Board of Trustees, officers, agents, employees and volunteers.

VII. Arbitration

Should either party wish to commence any legal proceeding involving this Agreement, the moving party shall be entitled to initiate arbitration proceedings. Proceeding shall be initiated and conducted in Los Angeles, California under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The party prevailing in such proceedings shall be entitled to recover costs and reasonable attorney's fees from the party not prevailing.

In witness whereof, the Parties hereto have executed this Agreement.

Cotsen Foundation for the ART of TEACHING

By: 
Name: Jerry Harris
Title: Executive Director

Beechwood Elementary School

By: _____
Name: Julie Graham
Title: Principal

Fullerton School District

By: _____
Name: Robert Pletka
Title: Superintendent

COTSEN FOUNDATION

FOR THE ART OF TEACHING

12100 Wilshire Blvd., Suite 920 | Los Angeles, CA 90025 | T 310.826.0504 F 310.826.2667 | www.cotsen.org

The ART of TEACHING Program MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding, dated as of the **1st day of June 2020** (the “Agreement”), between the Cotsen Foundation for the ART of TEACHING (the “Foundation”), the **Fullerton School District** (the “School District”), and **Laguna Road Elementary School** (the “School”), (each, a “Party” and together, the “Parties”), sets forth the terms governing The ART of TEACHING Program, more fully described below (the “Program”).

The ART of TEACHING Program provides a two-year grant to the School with grant amounts approved and disbursed annually. The purpose of the grant is to transform good teachers into great teachers. This transformation occurs through a program in which proven educators receive coaching and mentoring to achieve the highest levels of teaching excellence.

II. Period

This grant is for the period from July 1, 2020 to June 30, 2022.

III. Terms of Collaboration

The Foundation, the School District, and the School hereby agree to enter into a collaborative relationship over a two-year period, with the terms set forth below.

1. The Foundation is responsible for the selection of the Mentor.
2. The Foundation is responsible for the selection of the Fellows.
3. The Foundation hereby agrees to:
 - a. Provide a grant to the School District to cover two years of full-time salary and cost of benefits for the selected Mentor at the School, which includes items such as paid time off for sick leave, authorized vacation days, holidays, and other authorized absences which fall within the period of a Mentor’s participation under this Agreement, only to the extent the Mentor is entitled to. However, the Foundation

shall not reimburse the School for more than thirteen (13) days of paid time off per year, during the period of this Agreement.

- b. Provide reimbursement to the School District for the cost of five (5) substitute days for each Fellow. Foundation will also provide reimbursement to the School for the cost of one (1) substitute day for each Fellow, whereby the dates are determined by the Mentor.
- c. Provide grants of \$1,000 per school year for each Fellow and Mentor to cover out-of-pocket expenses for classroom materials, professional books, and conference expenses, directly related to this Program. Any amount of the \$1,000 for each Fellow and Mentor which is not utilized in year one of the Program shall be transferred to the Fellow and Mentor in year two. Any amount not utilized at the end of year two of the Program shall be returned to the Foundation, along with supporting documents showing the amounts not utilized for each Fellow and Mentor. If extreme circumstances, such as closure of the entire school as during the recent COVID-19 period, occur that limit each Fellow and Mentor from utilizing the \$1,000 in year two of the Program, the Foundation with prior approval will allow the unused funds to transfer over to the following school year; only if funds are spent on expenses directly related to this Program and the Fellow or Mentor remain in the School District. If these conditions are not met, then the funds must be returned to the Foundation.
- d. Provide training programs and materials to support the Mentor and Fellows throughout the Program.
- e. Conduct research and evaluation activities in order to inform the Program.

4. The School District and School hereby agree to:

- a. Provide an estimate of the Mentor's full-time salary and cost of benefits before the start of each fiscal year and updates throughout the year as requested by the Foundation.
- b. Retain the Mentor as an employee of the School District with the rights and benefits normally provided to an employee during his/her participation in this Program. At the end of the Mentor participation in this Program, the School District will determine placement of the Mentor.
- c. Dedicate all of the Mentor's regular working hours to this Program and agree that the Mentor will not participate in any other extra activities unrelated to this Program during his/her regular working hours throughout the term of this Agreement.
- d. Provide the Mentor with a private work space at the school site including regular access to an internet-connected computer.
- e. Ensure the full cooperation and participation of its staff in Program activities such as:
 - On-line communication and coordination

- Program evaluation and research activities

- f. Allow the Foundation to video record any and all aspects of the Program during the term of this Agreement. The Foundation shall own all copyrights to the videos and can use the videos for any and all purposes at the discretion of the Foundation during the term of this Agreement and thereafter. Regular video recording will be taken of Fellows teaching in their classrooms, including student and teacher interactions. The School will obtain any required consents from the teachers and students' parents or guardians using the consent form provided by the Foundation. Fellows will be provided with copies of their videos.
- g. Avoid entering into a collaborative relationship substantially similar to this Program without the prior written consent of Foundation.

5. All participants involved in this Program will

- a. Establish professional goals aligned with the California Standards for the Teaching Profession and the California Content Standards and/or the Common Core Content Standards.
- b. Be required to visit exemplary classrooms and attend workshops and conferences throughout the school year

IV. Grant Disbursement

School District or School must submit timely invoices and supporting documents to the Foundation for the disbursement of the following grants:

1. Mentor Teachers' Salaries and Benefits

- a. Required Information (included on invoice and/or supporting documents):
 - Mentor name
 - Period covered
 - Breakdown of salaries and benefit costs per mentor
- b. Deadline: The School District or School must submit invoices to the Foundation at a minimum twice a year. In the 2020-2021 fiscal year, the first invoice must be submitted by January 15, 2021 and the second invoice must be submitted no later than July 16, 2021. The first invoice shall reflect costs incurred from July through December and the second invoice from January through June. In the 2021-2022 fiscal year, the first invoice must be submitted by January 14, 2022 and the second invoice must be submitted no later than July 15, 2022.

2. Substitute Time

- a. Required Information (included on invoice and/or supporting documents):

- Names of mentors/fellows released to attend trainings and meetings
- Substitute dates for each mentor/fellow
- Substitute costs per mentor/fellow

Note: An excel spreadsheet listing the preceding information is preferred.

- b. Deadline: The same as Mentor Teachers' Salaries and Benefits

3. Books, Supplies and Conferences

- a. Required Information (included on invoice):
 - Receipts and/or supporting documents are not necessary
 - Total invoice amount = no. of participants x \$1,000
- b. Deadline: The School District or School must submit an invoice to the Foundation for the total invoice amount no later than August 31 of each year.

Payments will only be made upon receipt of the required invoices and supporting documents.

V. Termination

Either party may, by at least 30 days advance written notice to the other, terminate this Agreement should either Party decide, in good faith, that no measurable progress has been, or is likely to be demonstrated. Death, termination or disability of a Mentor may result in the termination of the Agreement in whole or in part, at the discretion of the Foundation. In the event of such termination, the School shall be entitled to retain funds previously paid by the Foundation, and to be paid additional amounts for expenditures incurred in connection with this Agreement as of the date of termination.

VI. Indemnification

The Cotsen Foundation, the School District and the School shall each indemnify and hold harmless the other party's Board of Trustees, officers, agents, employees and volunteers from and against any and all losses, claims or expenses arising out of any liability or claim for liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of actions or omissions of either party, except for liability resulting from the negligence or willful misconduct of other party and/or its own Board of Trustees, officers, agents, employees and volunteers. The Cotsen Foundation, the School District and the School will each assume workers compensation liability for injury or death of its Board of Trustees, officers, agents, employees and volunteers.

The Cotsen Foundation shall provide the School with a certificate of insurance designating the School as "additional insured" for the term of this Agreement for all programs conducted by the Foundation on School properties. The minimum limits shall be as follows: General liability - \$1,000,000

per occurrence; automobile liability - \$1,000,000 per occurrence; excess umbrella liability - \$5,000,000 per occurrence.

VII. Arbitration

Should either party wish to commence any legal proceeding involving this Agreement, the moving party shall be entitled to initiate arbitration proceedings. Proceeding shall be initiated and conducted in Los Angeles, California under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The party prevailing in such proceedings shall be entitled to recover costs and reasonable attorney's fees from the party not prevailing.

In witness whereof, the Parties hereto have executed this Agreement.

Cotsen Foundation for the ART of TEACHING



By: _____

Name: Jerry Harris

Title: Executive Director

Fullerton School District

By: _____

Name: Robert Pletka

Title: Superintendent

COTSEN FOUNDATION

FOR THE ART OF TEACHING

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The ART of TEACHING Program MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding, dated as of the **1st day of June 2020** (the “Agreement”), between the Cotsen Foundation for the ART of TEACHING (the “Foundation”), the **Fullerton School District** (the “School District”), and **Orangethorpe Elementary School** (the “School”), (each, a “Party” and together, the “Parties”), sets forth the terms governing The ART of TEACHING Program, more fully described below (the “Program”).

The ART of TEACHING Program provides a two-year grant to the School with grant amounts approved and disbursed annually. The purpose of the grant is to transform good teachers into great teachers. This transformation occurs through a program in which proven educators receive coaching and mentoring to achieve the highest levels of teaching excellence.

II. Period

This grant is for the period from July 1, 2020 to June 30, 2022.

III. Terms of Collaboration

The Foundation, the School District, and the School hereby agree to enter into a collaborative relationship over a two-year period, with the terms set forth below.

1. The Foundation is responsible for the selection of the Mentor.
2. The Foundation is responsible for the selection of the Fellows.
3. The Foundation hereby agrees to:
 - a. Provide a grant to the School District to cover two years of full-time salary and cost of benefits for the selected Mentor at the School, which includes items such as paid time off for sick leave, authorized vacation days, holidays, and other authorized absences which fall within the period of a Mentor’s participation under this Agreement, only to the extent the Mentor is entitled to. However, the Foundation

shall not reimburse the School for more than thirteen (13) days of paid time off per year, during the period of this Agreement.

- b. Provide reimbursement to the School District for the cost of five (5) substitute days for each Fellow. Foundation will also provide reimbursement to the School for the cost of one (1) substitute day for each Fellow, whereby the dates are determined by the Mentor.
- c. Provide grants of \$1,000 per school year for each Fellow and Mentor to cover out-of-pocket expenses for classroom materials, professional books, and conference expenses, directly related to this Program. Any amount of the \$1,000 for each Fellow and Mentor which is not utilized in year one of the Program shall be transferred to the Fellow and Mentor in year two. Any amount not utilized at the end of year two of the Program shall be returned to the Foundation, along with supporting documents showing the amounts not utilized for each Fellow and Mentor. If extreme circumstances, such as closure of the entire school as during the recent COVID-19 period, occur that limit each Fellow and Mentor from utilizing the \$1,000 in year two of the Program, the Foundation with prior approval will allow the unused funds to transfer over to the following school year; only if funds are spent on expenses directly related to this Program and the Fellow or Mentor remain in the School District. If these conditions are not met, then the funds must be returned to the Foundation.
- d. Provide training programs and materials to support the Mentor and Fellows throughout the Program.
- e. Conduct research and evaluation activities in order to inform the Program.

4. The School District and School hereby agree to:

- a. Provide an estimate of the Mentor's full-time salary and cost of benefits before the start of each fiscal year and updates throughout the year as requested by the Foundation.
- b. Retain the Mentor as an employee of the School District with the rights and benefits normally provided to an employee during his/her participation in this Program. At the end of the Mentor participation in this Program, the School District will determine placement of the Mentor.
- c. Dedicate all of the Mentor's regular working hours to this Program and agree that the Mentor will not participate in any other extra activities unrelated to this Program during his/her regular working hours throughout the term of this Agreement.
- d. Provide the Mentor with a private work space at the school site including regular access to an internet-connected computer.
- e. Ensure the full cooperation and participation of its staff in Program activities such as:
 - On-line communication and coordination

- Program evaluation and research activities

- f. Allow the Foundation to video record any and all aspects of the Program during the term of this Agreement. The Foundation shall own all copyrights to the videos and can use the videos for any and all purposes at the discretion of the Foundation during the term of this Agreement and thereafter. Regular video recording will be taken of Fellows teaching in their classrooms, including student and teacher interactions. The School will obtain any required consents from the teachers and students' parents or guardians using the consent form provided by the Foundation. Fellows will be provided with copies of their videos.
- g. Avoid entering into a collaborative relationship substantially similar to this Program without the prior written consent of Foundation.

5. All participants involved in this Program will

- a. Establish professional goals aligned with the California Standards for the Teaching Profession and the California Content Standards and/or the Common Core Content Standards.
- b. Be required to visit exemplary classrooms and attend workshops and conferences throughout the school year

IV. Grant Disbursement

School District or School must submit timely invoices and supporting documents to the Foundation for the disbursement of the following grants:

1. Mentor Teachers' Salaries and Benefits

- a. Required Information (included on invoice and/or supporting documents):
 - Mentor name
 - Period covered
 - Breakdown of salaries and benefit costs per mentor
- b. Deadline: The School District or School must submit invoices to the Foundation at a minimum twice a year. In the 2020-2021 fiscal year, the first invoice must be submitted by January 15, 2021 and the second invoice must be submitted no later than July 16, 2021. The first invoice shall reflect costs incurred from July through December and the second invoice from January through June. In the 2021-2022 fiscal year, the first invoice must be submitted by January 14, 2022 and the second invoice must be submitted no later than July 15, 2022.

2. Substitute Time

- a. Required Information (included on invoice and/or supporting documents):

- Names of mentors/fellows released to attend trainings and meetings
- Substitute dates for each mentor/fellow
- Substitute costs per mentor/fellow

Note: An excel spreadsheet listing the preceding information is preferred.

- b. Deadline: The same as Mentor Teachers' Salaries and Benefits

3. Books, Supplies and Conferences

- a. Required Information (included on invoice):
 - Receipts and/or supporting documents are not necessary
 - Total invoice amount = no. of participants x \$1,000
- b. Deadline: The School District or School must submit an invoice to the Foundation for the total invoice amount no later than August 31 of each year.

Payments will only be made upon receipt of the required invoices and supporting documents.

V. Termination

Either party may, by at least 30 days advance written notice to the other, terminate this Agreement should either Party decide, in good faith, that no measurable progress has been, or is likely to be demonstrated. Death, termination or disability of a Mentor may result in the termination of the Agreement in whole or in part, at the discretion of the Foundation. In the event of such termination, the School shall be entitled to retain funds previously paid by the Foundation, and to be paid additional amounts for expenditures incurred in connection with this Agreement as of the date of termination.

VI. Indemnification

The Cotsen Foundation, the School District and the School shall each indemnify and hold harmless the other party's Board of Trustees, officers, agents, employees and volunteers from and against any and all losses, claims or expenses arising out of any liability or claim for liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of actions or omissions of either party, except for liability resulting from the negligence or willful misconduct of other party and/or its own Board of Trustees, officers, agents, employees and volunteers. The Cotsen Foundation, the School District and the School will each assume workers compensation liability for injury or death of its Board of Trustees, officers, agents, employees and volunteers.

The Cotsen Foundation shall provide the School with a certificate of insurance designating the School as "additional insured" for the term of this Agreement for all programs conducted by the Foundation on School properties. The minimum limits shall be as follows: General liability - \$1,000,000

per occurrence; automobile liability - \$1,000,000 per occurrence; excess umbrella liability - \$5,000,000 per occurrence.

VII. Arbitration

Should either party wish to commence any legal proceeding involving this Agreement, the moving party shall be entitled to initiate arbitration proceedings. Proceeding shall be initiated and conducted in Los Angeles, California under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The party prevailing in such proceedings shall be entitled to recover costs and reasonable attorney's fees from the party not prevailing.

In witness whereof, the Parties hereto have executed this Agreement.

Cotsen Foundation for the ART of TEACHING



By: _____

Name: Jerry Harris

Title: Executive Director

Fullerton School District

By: _____

Name: Robert Pletka

Title: Superintendent

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Juleen Faur, Principal, Rolling Hills School

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FRECKLE-RENAISSANCE LEARNING INC. TO PROVIDE A PLATFORM FOR DIGITAL STUDENT PORTFOLIOS AND FAMILY COMMUNICATION AT ROLLING HILLS SCHOOL FOR THE 2020/2021 SCHOOL YEAR

Background: Freckle-Renaissance Learning Inc. is an online LMS (Learning Management System) that allows students to access and submit assignments while building a digital learning portfolio. Students are able to complete leveled Reading and Math assignments that serve as extension, intervention, and on grade level learning for all students. The Freckle-Renaissance Learning Inc. platform also allows for asynchronous family communication, both through messages to the teacher as well as comments on assignments between the student and family.

Rolling Hills teachers have been utilizing Freckle-Renaissance Learning Inc. throughout the 2019/2020 school year. The capabilities of Freckle had a positive impact on our instructional model during distance learning.

Freckle-Renaissance Learning Inc. will provide 560 student licenses to accommodate students in Freckle ELA and Freckle Math for student in grades K-6.

Rationale: Both during distance learning and beyond, students benefit from the Freckle-Renaissance Learning Inc. platform that tracks progress and builds a sense of accomplishment supported by both their teachers and families.

Funding: Total cost not to exceed \$8,400 and is to be paid from site instructional materials budget (#812).

Recommendation: Approve Agreement between Fullerton School District and Freckle-Renaissance Learning Inc. to provide a platform for digital student portfolios and family communication at Rolling Hills School for the 2020/2021 school year.

JL:JF:nm
Attachment

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Rolling Hills Elem School - 273176
1460 Rolling Hills Dr
Fullerton, CA 92835-2008
Contact: Juleen Faur - (714) 447-7795
Email: juleen_faur@fullertonsd.org

Reference ID: 453615
Created: 06/02/2020

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$13,440.00
Applied Discounts	\$(5,040.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$8,400.00

This quote includes: Renaissance Freckle.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the US Privacy Notice located at <https://doc.renlearn.com/KMNet/R60990.pdf?int=https://www.renaissance.com/privacy/>.

To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Rolling Hills Elem School - 273176
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 06/02/2020	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

RENAISSANCE[®]

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2336884

If changes are necessary, or additional information is required, please contact your account executive Kenzie Kilb at (715)424--3636, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Additional Comments:

This pricing is only valid through 6/30/2020

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details				
Rolling Hills Elem School - 273176				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Freckle ELA add-on Subject Student Subscription	08/01/2020 - 07/31/2021	560	\$9.00	\$5,040.00
Freckle Math Student Subscription	08/01/2020 - 07/31/2021	560	\$15.00	\$8,400.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Rolling Hills Elem School Subtotal				\$13,440.00
			Applied Discounts	\$(5,040.00)
Rolling Hills Elem School Total				USD \$8,400.00

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CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Laurie Bruneau, Director of Risk Management
SUBJECT: APPROVE RENEWAL CONTRACT WITH ASCIP EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

Background: The District purchases insurance coverage for both property and liability losses. This insurance provides coverage for claims related to automobile, booster clubs, property, employee dishonesty, storage tanks, and other general liability claims filed against the district.

The Fullerton School District joined the Joint Powers Authority of ASCIP in 2001 and continues to secure both insurance and risk control services for twenty school sites, District Office, and other district-owned properties. The contract is for a one-year period administered through the Risk Management Department.

This renewed contract is available for review in the Risk Management Office.

Rationale: Property and Liability coverage protects the District in the event of an occurrence reported related to any of the possible losses.

Funding: The current cost is not to exceed \$900,000.00 per year from Property and Liability Fund (81).

Recommendation: Approve renewal contract with ASCIP effective July 1, 2020 through June 30, 2021.

CH:LB:lc
Attachment

Fwd: ASCIP Premium Estimation for Board Item for ASCIP Renewal

1 message

Letty Cortez <letty_cortez@myfsd.org>
To: Nina Mota <nina_mota@myfsd.org>
Cc: Laurie Bruneau <laurie_bruneau@fullertonsd.org>

Fri, Jun 12, 2020 at 4:36 PM

Nina,

I am forwarding to you the email Laurie received from Reshan with information for the ASCIP Renewal Board Item. We don't have a contract yet; this is all we have.

Thanks,

Letty Cortez
Risk Management
Fullerton School District
[1401 W. Valencia Dr.](#)
[Fullerton, CA 92833](#)
(714)447-7459

FULLERTON SCHOOL DISTRICT
E-MAIL CONFIDENTIALITY NOTICE

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Begin forwarded message:

From: Laurie Bruneau <laurie_bruneau@myfsd.org>
Subject: Fwd: ASCIP Premium Estimation
Date: June 10, 2020 at 4:18:17 PM PDT
To: Letty Cortez <letty_cortez@myfsd.org>

----- Forwarded message -----

From: **Reshan Cooray** <Cooray@ascip.org>
Date: Wed, Jun 10, 2020 at 4:11 PM
Subject: ASCIP Premium Estimation
To: Laurie Bruneau <laurie_bruneau@myfsd.org>
Cc: Deborah Nobles <Nobles@ascip.org>

Hi Laurie,

Per our discussion earlier, the estimated premium for the property and liability program for 2020-21 is approximately \$900,000. This is based on the following factors:

1) The estimate is based on the exposure data from 2019/2020, which includes ADA, number of vehicles, and property total insurable values. Therefore, the estimate will fluctuate based on any changes to the exposure data for 2020/2021.

2) The estimate includes the premium for SELF.

a. SELF is a separate JPA that determines its own rates independent from ASCIP.

b. SELF is the district's excess layer of liability coverage from \$5mm - \$55mm.

On a side note, SELF has announced a new program in response to AB 218. An announcement was sent to all SELF members, and the announcement is attached to this email for your information. SELF is reaching out to members directly, and ASCIP's understanding is that SELF will be issuing invoices for the additional funding directly to members; ASCIP will not be involved. ASCIP recommends contacting SELF directly should you have questions about budgeting for future invoices.

We hope this helps. Please do not hesitate to contact us should you have any questions or wish to discuss further.

Regards,

Reshan

Reshan Cooray

Executive Director, Property and Casualty Programs



Alliance of Schools for Cooperative Insurance Programs

[16550 Bloomfield Avenue, Cerritos, CA 90703](https://www.ascip.org)

(562) 404-8029

(562) 202-0186 cell

--
Laurie Bruneau, CSRM

Director of Risk Management, Safety and Workers Compensation
Fullerton School District
[1401 W. Valencia Drive](#)
Fullerton, CA. 92833

714-446-1066 (direct line)
714-446-1068 (fax)
Laurie_Bruneau@myfsd.org

Follow Me on Twitter [@Laurie_Bruneau](#)

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B033 THROUGH 19/20-B038 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B033 through 19/20-B038 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

RESOLUTION NO. 19/20-B033

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$5,462
2000	Classified Salaries	9,476
3000	Employee Benefits	661
4000	Books and Supplies	23
5000	Services & Other Operating Expenses	-4,698
	Total:	\$0

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B034

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$329,251 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$31,669
8792	Transfers of Apportionments from County Offices	297,582
	Total:	\$329,251

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,720
2000	Classified Salaries	430
3000	Employee Benefits	1,557
4000	Books and Supplies	8,890
5000	Services & Other Operating Expenses	14,072
9780	Reserve for Economic Uncertainties	297,582
	Total:	\$329,251

Explanation: This Resolution reflects budget adjustments for Special Education, school site donations and fine arts. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B035

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$500 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	<u>-\$500</u>
	Total:	<u>-\$500</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	<u>\$4,150</u>
6000	Capital Outlay	<u>8,549</u>
9780	Other Designations	<u>-13,199</u>
	Total:	<u>-\$500</u>

Explanation: This Resolution reflects a reduction in interest and various expenditures in the Deferred Maintenance Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

RESOLUTION NO. 19/20-B036

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$100 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	<u>-\$100</u>
	Total:	<u>-\$100</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
6000	Capital Outlay	<u>8,000</u>
9780	Other Designations	<u>-8,100</u>
	Total:	<u>-\$100</u>

Explanation: This Resolution reflects a reduction in interest and various expenditures in the Building Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$16,000 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	-\$16,000
Total:		-\$16,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$81,150
5000	Services & Other Operating Expenses	96,724
6000	Capital Outlay	481,670
9780	Other Designations	-675,544
Total:		-\$16,000

Explanation: This Resolution reflects a reduction in interest and various expenditures in the Capital Facilities Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$6,000 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	-\$6,000
Total:		-\$6,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the reduction of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$6,420
6000	Capital Outlay	115,880
9780	Other Designations	-115,460
Total:		-\$6,000

Explanation: This Resolution reflects a reduction in interest and various expenditures in the Special Reserve for Capital Outlay Projects Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE AGREEMENT WITH LEVEL DATA TO PROVIDE A TWO-WAY SYSTEM FROM THE NUTRITION SERVICES (ETRITION) SOFTWARE TO THE STUDENT INFORMATION SYSTEM (POWERSCHOOL) AND STATE DATA VALIDATION SUITE, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

Background: The District receives thousands of lunch applications every year. The lunch status (free, reduced, or paid) is manually entered into software that uploads for State funding. There is risk with this, as there can be more errors which result in less funding and incorrectly reporting student information.

On January 14, 2020, the Board also approved an add-on for State Data Validation Suite which provides data errors in real time through various validations (demographics). It is imperative that this information is correct as it is reported to California Longitudinal Pupil Achievement Data System (CALPADS).

Rationale: District staff recommends entering into an agreement with Level Data to provide software for the two systems to communicate with each other and state data validation. Using these tools will ensure data accuracy from the beginning when a student record is created, greatly reducing or eliminating data errors at reporting time.

Funding: The amount not to exceed \$35,964.06, of which, \$13,539.00 will be paid from the Innovation and Instructional Support budget (409) and \$22,425.06 will be paid from the General Fund.

Recommendation: Approve agreement with Level Data to provide a two-way system from the Nutrition Services (eTriton) software to the student information system (PowerSchool) and state data validation suite, effective July 1, 2020 through June 30, 2021.

RC:MG:yd
Attachment



May 08, 2020

Level Data, Inc.

Fullerton School District

Fullerton School District
Melissa Greenwood
1401 West Valencia Dr
Fullerton, CA 92833-3938

Quote Number: LD-2016610

Service Period: 07/01/2020 - 06/30/2021

Service Name	Quantity	Price	Total Price
Annual Maintenance/Connectivity Fee	1	\$1,575.00	\$1,575.00
Authoritative Source	13539	\$0.70	\$9,477.30
eTritition	13539	\$0.84	\$11,372.76
State Data Validation Suite <i>The Level Data managed service gives districts the ability to identify data errors in PowerSchool in real time through field validation, address validation, and workflow navigator tools.</i>	13539	\$1.00	\$13,539.00
Annual Service Fees			\$35,964.06

Total \$35,964.06

PAYMENT TERMS

Student count is based on last year's enrollment data. It is the responsibility of the district to inform Level Data of the current student count. Pricing reflects the annual price increase for 2020 - 2021.

Additional applications can be added to the package at any time. Changes to existing application connectors can be made as needed. Each application has a cost and an implementation process that will be evaluated along with the integration process prior to placing an order.

Approval of this quotation of services constitutes agreement with our Terms of Service (<http://www.leveldata.com/terms-of-use>) and Privacy Policy (<http://www.leveldata.com/privacy-policy>).

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: APPROVE LICENSE AGREEMENT WITH FORECAST5 ANALYTICS FOR THE 2020/2021 SCHOOL YEAR

Background: Forecast5 offers a faster, easier, more flexible and versatile alternative to traditional spreadsheet-based methods. Their software will enable the District to create multiyear projections, compare performance and spending against other districts, and analyze testing and achievement results by site throughout the District.

Rationale: The funds will support the Fullerton School District's Board of Trustees Annual Goal to ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

Funding: The agreement amount of \$24,718 is to be paid from the General Fund.

Recommendation: Approve license agreement with Forecast5 Analytics for the 2020/2021 school year.

RC:yd
Attachment

CUSTOMER AGREEMENT

This Customer Agreement is entered into by Forecast 5 Analytics, Inc., a Delaware corporation (“Forecast5 Analytics,” which together with its direct and indirect subsidiaries that operate as a single enterprise and a single legal entity referred to as “Forecast5”), and Customer (named below), and will commence on the date when Customer signs this Agreement (the “Signing Date”). If the Subscription Start Date indicated below is different than the Signing Date, Customer’s access to the Services will begin on the Subscription Start Date.

This Customer Agreement and the associated Terms and Conditions are available at <http://www.forecast5.com/termsandconditions> and the Standard Offer is available at <http://www.forecast5.com/standardoffer> (collectively, the “Forecast5 Terms and Conditions”) constitute the entire agreement between the parties with respect to each of the matters described herein and no other agreement, oral or written, modifies or supplements the Forecast5 Terms and Conditions or the associated Terms and Conditions.

FORECAST5 Service	Service Description	Price	Discount	Total Cost
	Site License Agreement for User			
	Call Center for User			
	Call Support			
	Call License Agreement for User			
			Total Amount	

The associated Standard Offer is provided subject to the associated Terms and Conditions which are incorporated herein by reference.

Customer and Forecast5 may from time to time agree to additional Services subject to a mutually agreed upon Amendment. Forecast5 may from time to time offer additional Services and Forecast5 may from time to time offer additional Services.

Customer acknowledges and agrees that if it provides access to the Services to another governmental entity, political subdivision, unit, agency or other third party, or uses the Services for the benefit of any such party, then it will be a material breach of this Customer Agreement and Customer will be liable for, without limitation, additional subscription fees for each such third party at the then-current applicable Forecast5 standard prices.

SUBSCRIPTION START DATE: 7/1/2020

EXPIRATION DATE: 6/30/2021 (Amendment is provided to a mutually agreed upon date)

Forecast5 and its subsidiaries are not responsible for any data loss or corruption.


Customer: Fullerton SD

Signature _____

Name _____

Title _____

FORECAST 5 ANALYTICS, INC.

Signature  _____

Name: iChae R. E. _____

Title: CEO

City: Gate Lane
Name: _____

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: **APPROVE AGREEMENT WITH THE HAUFFE COMPANY FOR DSA INSPECTIONS, CLOSEOUT, AND POST-CONSTRUCTION-CERTIFICATION (PCC)**

Background: Fullerton School District (FSD) is attempting to obtain Post-Construction-Certification (PCC) for previous projects throughout the District that will require approval from The Division of the State Architect (DSA). DSA will require FSD to certify any/all former non-certified projects prior to allowing FSD approval of new project plans. As part of this PCC process the services of a DSA Inspector are required.

Rationale: District staff recommends entering into an agreement with The Hauffe Company for these services. The Hauffe Company is a full-service firm specializing in assisting school districts in the closeout process of former non-certified DSA projects.

Funding: Costs are set at professional hourly rates as detailed in Exhibit A. Cost will be paid from the General Fund.

Recommendation: Approve Agreement with The Hauffe Company for DSA Inspections, Closeout, and Post-Construction-Certification (PCC).

RC:SS:ys
Attachment

2020-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The Hauffe Company**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide inspection, for DSA certification of both post construction and current projects, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **June 24, 2020** and will diligently perform as required and complete performance by June 30, 2021.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **as set forth in Exhibit A (\$)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include

or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

- 13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.
- 13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
The Hauffe Company
2713 Lowell Lane
Santa Ana, CA 92706

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF June 2020.

FULLERTON SCHOOL DISTRICT

The Hauffe Company

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File

Taxpayer Identification Number

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND INK THREE SEVEN EIGHT FOR THE CONTINUED IN-PLANT INSPECTION FOR DSA REVIEW, DESCRIPTION, AND ANALYSIS OF THE UNRESOLVED ISSUES PREVENTING CERTIFICATION OF CONSTRUCTION PROJECTS THROUGHOUT THE FULLERTON SCHOOL DISTRICT FOR THE 2020/2021 FISCAL YEAR

This addendum is for an extension to the work timeline. The current “amount not to exceed” of \$4,000 is not an additive amount but rather a carryover from the original contract of \$19,500. A board item was originally submitted and Board approved on April 17, 2018 (Board Item #1w)

Original “not to exceed amount: \$19,500

Current “not to exceed” amount: \$ 4,000

Robert Pletka, Superintendent
Fullerton School District

Date

Robert R. Coghlan, Ph.D.
Assistant Superintendent

Date

Leslie Sydnor, Ink, Three, Seven, Eight

Date

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: **APPROVE UPDATED ADDENDUM WITH INK THREE SEVEN EIGHT FOR VARIOUS DSA PROJECT CERTIFICATION SERVICES THROUGH THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS**

Background: Fullerton School District (FSD) had previously entered into an agreement with INK Three Seven Eight on April 17, 2018. FSD plans to continue various projects that will require approval from The Division of the State Architect (DSA). DSA will require FSD to certify any/all former non-certified projects prior to allowing FSD approval of new project plans. Ink Three Seven Eight has been assisting FSD to develop a post-construction evaluation program for the in-plant inspection for DSA review, description, and analysis of the unresolved issues preventing certification.

Rationale: District staff recommends the continuation of the board approved agreement with INK Three Seven Eight for in-plant inspections and DSA review. INK Three Seven Eight is a full-service firm specializing in assisting school districts with in-plant inspections for DSA review.

Funding: The total amended amount will not exceed \$4,000, will be paid from the General Fund. The total contract amount of \$19,250 was previously approved on April 17, 2018. The contract term will extend to fiscal year 2020/2021. All other items in previously approved contract remain the same.

Recommendation: Approve updated addendum with Ink Three Seven Eight for various DSA project certification services through the 2019/2020 and 2020/2021 Fiscal School Years.

RC:SS:ys
Attachment

2019-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Ink Three Seven Eight**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall assist FSD to develop a post-construction evaluation program for the in-plant inspection for DSA review, description, and analysis of the unresolved issues preventing certification, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on June 10, 2020 and will diligently perform as required and complete performance through the 2019/2020 and 202/2021 Fiscal School Years.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **the amended amount of four thousand dollars, the full contract amount of nineteen thousand two hundred fifty dollars was previously approved on April 17, 2018. (\$4,000.00).** District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Ink Three Seven Eight
14823 Sherman Way, Unit 2
Van Nuys, CA 91405

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF **June** 2020.

FULLERTON SCHOOL DISTRICT

Ink Three Seven Eight

By:

By:

Robert Pletka, Ed.D.
Superintendent

Leslie Sydnor

On File
Taxpayer Identification Number

ADDENDUM #1

APPROVE/RATIFY ADDENDUM TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND INK THREE SEVEN EIGHT FOR THE CONTINUED IN-PLANT INSPECTION FOR DSA REVIEW, DESCRIPTION, AND ANALYSIS OF THE UNRESOLVED ISSUES PREVENTING CERTIFICATION OF CONSTRUCTION PROJECTS THROUGHOUT THE FULLERTON SCHOOL DISTRICT FOR THE 2020/2021 FISCAL YEAR

This addendum is for an extension to the work timeline. The current “amount not to exceed” of \$4,000 is not an additive amount but rather a carryover from the original contract of \$19,500. A board item was originally submitted and Board approved on April 17, 2018 (Board Item #1w)

Original “not to exceed amount: \$19,500

Current “not to exceed” amount: \$ 4,000

Robert Pletka, Superintendent
Fullerton School District

Date

Robert R. Coghlan, Ph.D.
Assistant Superintendent

Date

Leslie Sydnor, Ink, Three, Seven, Eight

Date

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance, and Operations

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH ANACAL ENGINEERING CO. FOR TOPOGRAPHIC SURVEY INCLUDING DSA REVIEW AND CONTRACT ADMINISTRATION SERVICES THROUGHOUT THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS**

Background: The District currently has various construction projects in progress. The services of a professional civil engineer/ surveyor engineer are needed.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. A professional civil engineer/surveyor can assist the architect in obtaining necessary approvals of drawings from DSA, and submit topographic survey drawings and calculations necessary to secure approvals.

District staff recommends entering into an agreement with Anacal Engineering Co., for these services. Anacal Engineering Co., is a full-service engineering firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractors Agreement. The total projected cost for services of each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Cost will be paid from various funds, including the General Fund and District 48 (Amerige Heights).

Recommendation: Approve/Ratify Agreement with Anacal Engineering Co. for topographic survey, including DSA Review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years.

RC:SS:ys
Attachments

ANACAL ENGINEERING CO.
ENGINEERING AND SURVEYING

1211 North Tustin Avenue
Anaheim, California 92807
PH: (714) 774-1763 | FAX (714) 774-4690

9 January 2019

- Terms are Net 30 days the client agrees to pay upon presentation of billing and to pay monthly-accrued interest of 1.5 percent on all past due bills after 30 days.
- Change orders will be on a time & material basis with written mutual agreement
- Work will cease upon written notification; payment will be based on percent complete at time of termination.
- This firm reserves the right to discontinue its services for any reason not excluded to safety, access limitations, Survey control availability, or lack of payment without any formal notification
- Payment of Record of Survey to be in full at time of ALTA issuance.

Rates are as follows:

Office:

Research/Processing	\$110.00/hr
Drafting/Office	\$120.00/hr
Engineering/Design	\$150.00/hr
Meetings	\$165.00/hr
Professional Engineer	\$175.00/hr

Field:

2-man Field crew	\$245.00/hr
2-man Field travel fee	\$245.00/hr
1-man Field Crew (Robotic Equipped)	\$175.00/hr

Limitations of Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of consultant, consultant's officers, directors, partners, employees, agents, and sub consultants, to client, and anyone claiming by, through, or under client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this project or agreement from any cause of causes, including but not limited to negligence, professional errors, and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$49,000.00

Client is responsible to maintain access for field crews at all time; surveyor is not responsible for items missed due to site equipment, vehicles, and debris, vegetation or access limitations. Return visits due to lack of access at time of survey will be billed based on time and material as noted in rates below.

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Anacal Engineering Co.**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional engineering services for topographic survey, modular unit placement plan, including DSA review and contract administration services, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **June 24, 2020** and will diligently perform as required and complete performance by **throughout the 2019/202 and 2020/2021 Fiscal School Year.**
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **See Exhibit A (\$)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Anacal Engineering Co.
1211 N. Tustin Avenue
Anaheim, CA 92807

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF June 2020.

FULLERTON SCHOOL DISTRICT

Contractor: Anacal Engineering Co.

By:

By:

Robert Pletka, Ed.D.
Superintendent



DAVID C. QUEYREL
PRESIDENT

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance, and Operations

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH T & B ENGINEERING INC., A STRUCTURAL ENGINEERING FIRM. T & B ENGINEERING INC., WILL PROVIDE ARCHITECTURAL RESTORATION, ARCHITECTURAL ENGINEERING, STRESS ANALYSIS AND OTHER SERVICES, INCLUDING DSA REVIEW AND CONTRACT ADMINISTRATION SERVICES THROUGHOUT THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS**

Background: The District currently has various construction projects in progress. The services of a structural engineering firm are needed.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. Professional structural engineers can assist the architect in obtaining necessary approvals of drawings from DSA.

District staff recommends entering into an agreement with T & B Engineering Inc., for these services. T & B Engineering, Inc., is a full-service engineering firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contractors Agreement. The total projected cost for services of each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Cost will be paid from various funds, including the General Fund and District 48 (Amerige Heights).

Recommendation: Approve/ratify agreement with T & B Engineering Inc., a structural engineering firm. T & B Engineering Inc., will provide architectural restoration, architectural engineering, stress analysis and other services, including DSA review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years.

RC:SS:ys
Attachments

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **T & B Engineering, Inc.**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide architectural restoration, architectural engineering, stress analysis and other services, including DSA review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **June 24, 2020** and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **as set forth in Exhibit A (\$)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
T & B Engineering, Inc.
4344 Latham Street, Suite 210
Riverside, CA 92501-1773

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF **June** 2020.

FULLERTON SCHOOL DISTRICT

T & B Engineering, Inc.

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

EXHIBIT A

SCHEDULE OF CHARGES FOR STRUCTURAL ENGINEERING SERVICES

The fees for our services will be based on the schedule of charges as outlined below. All fee quotations are applicable for a period of sixty days from the date of the proposal to which the schedule is attached.

PERSONNEL

Professional:

President/Principal	\$180.00/hr.
Project Engineer	\$135.00/hr.
Design Engineer	\$135.00/hr.
Project Manager	\$125.00/hr.

Sub-Professional:

Structural Draftsperson	\$110.00/hr.
Clerical	\$95.00/hr.

All hourly rates listed above are fully-burdened including direct labor, overhead and profit offered on a Lump Sum and Time and Materials basis. These rates apply to regular time and travel time in the United States. A maximum travel time of eight hours will be charged in any one day. Overtime, if required in the interest of the project will be charged at the above rates for professional personnel and at 1.25 times the above rates for sub-professional personnel. Overtime will also apply to time in excess of eight hours per day, and all time on Saturdays, Sundays, and Holidays.

REIMBURSABLE EXPENSES

Outside services performed by others, and direct expenses incurred on the clients behalf, are charged at 1.0 times our cost. Such items include but are not limited to outside consultants, specification writers, cost estimators, non-reusable equipment, blueprinting, long distance communications, subsistence, lodging, transportation charges, air travel, auto rental and freight.

INSURANCE

T & B Engineering, Inc. maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000.00 per occurrence with an annual aggregate limit of \$2,000,000.00 and is subject to limitations, if applicable, as stipulated in the contract or letter of agreement. In the event the client desires additional coverage, we will upon a written request from the client, obtain additional coverage if possible, at the client's expense.

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENT

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Wendy Vrsalovich – Algebra 40, Climate Sciences, Earth Sciences, Geography

Total amount payable to Wendy Vrsalovich - \$500.00

Vickie Vasquez – Cost Accounting

Total amount payable to Vickie Vasquez - \$276.99

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement (Unrestricted General Fund) for the 2019/2020 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

CH:JC:ef

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR ROBERT C. FISLER SCHOOL IMPROVEMENTS, PROJECT FSD-18-19-DF-02

Background: On April 9, 2019, the Board of Trustees approved the award of a contract for Robert C. Fisler School Improvements, FSD-18-19-DF-02, to New Dimension General Construction for the installation of a new modular classroom building.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk Recorder's Office.

Funding: The completed contract amount not to exceed \$1,122,202.74 is to be paid from Fund 25 (Capital Facilities Fund) and District 48 (Amerige Heights).

Recommendation: Approve Notice of Completion for New Dimension General Construction for Robert C. Fisler School Improvements, Project FSD-18-19-DF-02.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Robert C. Fidler School, 1350 Starbuck Street, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 23rd day of June 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Insurance Agency, Inc.; that the property hereinafter referred to and on which said improvements were made is described as follows: On April 9, 2019 the Board of Trustees approved the award of a contract for Robert C. Fidler School Improvements, FSD-18-19-DF-02, to New Dimension General Construction for the installation of a new modular classroom building.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED: Wes Kriesel, Director, Innovation and Instructional Support

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND CANVAS FOR THE 2020/2021 SCHOOL YEAR**

Background: The Fullerton School District (FSD) has a well-established tradition of providing personalized and innovative learning environments and experiences. One such offering is the new academic opportunity called MyFSD Academy, which offers virtual and homeschool options for students and parents.

Rationale: Due to the intensive virtual nature of this new learning environment, MyFSD Academy requires an advanced learning management system to support robust communication with students and their parents and guardians, as well as content management, feedback and assessment features for teachers.

Funding: Total cost is not to exceed \$6,500 and is to be paid from Innovation and Instructional Support budget 409.

Recommendation: Approve contract between the Fullerton School District and Canvas for the 2020/2021 school year.

JD:wk:kv
Attachment

**ED TECH JPA PURCHASE AGREEMENT:
RFP No. 18/19-03 Learning Management Solution Platform**

This Purchase Agreement (this "PA"), is made as of the date of the last signature below (the "Effective Date"), by and between the _____ ("PARTICIPANT" or "Customer") and Instructure, Inc. and its Affiliates ("VENDOR" or "Instructure").

BACKGROUND

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On March 11, 2019 ED TECH JPA issued a Request for Proposal for Learning Management Solution Platform (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for the proprietary Canvas Learning Management Solution Platforms provided by VENDOR and made available through a URL in a hosted environment, together with any related products and services available from VENDOR (referred to as the "Products" or "Services", as applicable) and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the Ed Tech JPA may purchase products from Vendor. .

C. A California public entity using the Ed Tech JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. PARTICIPATION IN MASTER AGREEMENT

The terms of this PA include all attached exhibits, including the applicable Order Form (collectively, the “Agreement”), which constitute the entire contractual documents governing Vendor’s relationship with Participant and any additions to Products listed on this PA shall be promptly executed through an amendment to this PA and the MA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Attachment B and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement and the accompanying Order Form, with the VENDOR for the applicable Product. VENDOR further acknowledges and agrees (d) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. The parties' Implementation Plan are attached hereto as Attachment B and the applicable Order Form shall be substantially in the form of the template attached hereto as Attachment A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR’s business, the Services or Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; or (ii) is listed on any U.S. government list of prohibited or restricted parties. Instructure will implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

3. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached as Attachment D.

4. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

5. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in Attachment E.

6. EQUIPMENT ADDITIONS/DELETIONS

VENDOR may add or delete product introduced or removed from the market under the following conditions:

- A) Deleted Product has been discontinued and is no longer available to the general public;
- B) Added Product is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
- D) VENDOR receives an executed Amendment to the Master Agreement;
- E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
- F) VENDOR receives an executed Amendment to the Purchase Agreement.

7. INVOICING FOR SERVICES

The RFP Number and Participant's Name shall appear on Vendor's Order Form, each purchase order and invoices for all purchases placed under this Purchase Agreement. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant. As consideration for the subscription to the Service, Customer shall pay all fees and the applicable Administrative Fee imposed by the Ed Tech JPA ("Fees") set forth in the Order Form. The applicable Administrative Fee shall be the one in effect at the time of invoicing. All Fees are billed in advance on an annual basis and are due and payable from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement, provided that Instructure shall be responsible for taxes in its net income derived from this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

8. CONTRACT MANAGEMENT

- A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:

Name: Matt Carlson

Attn: Matt Carlson

Address: 6330 South 3000 East, #700, Salt Lake City UT 84121

Email: mcarlson@instructure.com

Phone: 816-225-3544

- A. The primary Participant contract manager for this Purchase Agreement shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

- B. The primary Ed Tech JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

MichelleBennett@iusd.org

949-936-5022

- C. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

9. INDEMNIFICATION

9.1 VENDOR will defend, indemnify and hold harmless PARTICIPANT and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Services infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the Services, (B) modifications to or combinations of the Services in combination with any other products, services, or technology provided by a third party, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; or (D) the Customer Content. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 9, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT the prepaid and unused portion of the License Fees.

9.2 By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim alleging (i) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT (ii) an allegation that the Customer Content or content from any User infringes or misappropriates the intellectual property rights of that third party; or (iii) use of the Service by Customer (or any User) in violation of this Agreement.

10. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, each party will be responsible for its own attorneys' fees in addition to any other relief to which the party may be entitled.

11. SEVERABILITY

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

12. ASSIGNMENT.

13. The obligations of either party pursuant to this PA shall not be assigned by the other party without prior written consent of non-assigning party,

In the event that either party defaults in its obligations under this Purchase Agreement, and if such default is not cured within 30 days after notice of the default from the non-breaching party, then the non-breaching party may pursue any available remedies against the other party, including but not limited to termination of this Purchase Agreement.

14. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

15. NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice. With respect to Vendor, all legal notices shall be sent to Instructure, Inc., Attn: Legal Department, 6330 South 3000 East, Salt Lake City, UT 84121. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt.

16. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

17. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

18. TERM & TERMINATION

The initial term of this PA is reflect in the attached Order Form for the purchase of the Product(s) (the "Term"), substantially in the form attached hereto as Attachment A. Any renewal term shall be reflected with the addition of one or more additional Order Forms that shall each be governed by the terms of this PA. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Purchase Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function, for a period of three (3) months following expiration or termination, Customer may export the Customer Content by using the export feature within the Service. Subject to such three (3) month period and VENDOR's legal obligations, VENDOR has no obligation to maintain or provide any Customer Content after the termination or expiration of this Agreement.

Termination of Contract Due to Appropriation. Performance by Customer under this order may be dependent upon appropriation and allotment of funds by the state legislature and/or allocation of funds by local government (together known as "Appropriation Body"). Customer warrants that this appropriation and allotment of funds is beyond the control of Customer. If the Appropriation Body fails to appropriate or allot the necessary funds, then Customer will issue written notice to Vendor within 30 days of its intent to terminate this order. No refunds shall be made for any pre-paid fees.

19. SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 7, 9-11, 13-15, 18, 26-29, 31, and any other section that by its nature survives termination or expiration, covering Fees, limitation of liability, confidentiality, propriety rights, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Vendor's Proposal or the RFP, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) The Text of this Agreement (unless expressly superseded by an addendum executed by both parties); (2) any exhibit, schedule, or addendum to this Agreement in the following order:

1. Attachment A (Order Form)
2. Attachment 1 (Terms and Conditions)
3. Attachment B (Implementation Plan)
4. Attachment C (Features and Functions Baseline doc)
5. Attachment D (CSDPA)
6. AUP (as referenced in Section 23 below)
7. Attachment E (Insurance Doc)
8. Attachment F (Contractual Documents from RFP)

22. Participant Restrictions. Participant shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Vendor's policies or proprietary markings displayed within the Service; or (e) use the Service or any of Vendor's data, systems, networks, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation and merely for illustrative purpose, using in excess of any defined limits or parameters, accessing or using Vendor data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of an Vendor system or network, circumventing any Vendor security or authentication measures, monitoring Vendor data or traffic, interfering with any Vendor services, collecting or using from the Service any

personal information, such as email addresses, screen names, or other identifiers, collecting or using from the Service information without the consent of the owner or licensor, using any false, misleading, or deceptive information, using the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Vendor or its data, systems, or networks. Use and access to the Application Program Interface (“API”) will be subject to the Vendor API Policy available at <https://www.instructure.com/policies/api-policy>.

23. Participant Responsibilities. Participant shall have sole responsibility for Participant Content (defined below) and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided by Vendor within the Service and available at (the “AUP”), and Participant agrees to reasonably assist Vendor in connection with a User’s adherence to the AUP. As between Customer and Participant, the terms of this Purchase Agreement shall supersede any conflicting terms in the AUP. Participant further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set and identified by Vendor; (b) obtain from Users any consents necessary under this Agreement or to allow Vendor to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Vendor promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service.

24. Vendor Responsibilities. Vendor shall: (a) deploy all updates and upgrades to the Service to Participant that Vendor provides to its customers generally for no additional charge; and (b) provide support (“Support”) pursuant to the terms described on the Order Form.

25. Representations and Warranties. Vendor warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then-current documentation. As Participant's sole and exclusive remedy for Vendor’s breach of the warranties set forth in this Section 25: (i) Vendor shall correct the non-conforming Service at no additional charge to Participant; or (ii) in the event Vendor is unable to correct such deficiencies after good-faith efforts, Vendor shall refund Participant amounts paid that are attributable to the defective Service from the date Vendor received such notice. To receive warranty remedies, Participant must promptly report deficiencies in writing to Vendor, but no later than thirty (30) days after the deficiency is identified by Participant. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 25 AND TO THE MAXIMUM EXTENT OF THE LAW, VENDOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, VENDOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, OR ERROR-FREE, NOR DOES VENDOR WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY

PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY VENDOR IN THIS SECTION 25.

26. Limitation of Liability. EXCEPT FOR CLAIMS ARISING FROM A DATA SECURITY BREACH, EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 9 EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PARTICIPANT UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. PARTICIPANT ACKNOWLEDGES THAT VENDOR IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.

27. THIRD PARTY SERVICES. THIRD PARTY SOFTWARE, SERVICES OR CONTENT ACCESSED AND INTEGRATED WITH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THIRD-PARTY SOFTWARE SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE AND CUSTOMER'S USE OF THIRD-PARTY SERVICES IS GOVERNED SOLELY BY THE APPLICABLE TERMS AND CONDITIONS.

28. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, the Receiving Party (defined below) shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates (defined below) who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how disclosed by either party or its Affiliates (in such capacity the "**Disclosing Party**") to the other party (in such capacity, the "**Receiving Party**"), whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. Confidential Information shall include all information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies,

summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Vendor. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, or court order, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Vendor will also comply with all court orders or subpoenas involving requests for such information. “**Affiliate**” with respect to a party means any entity that directly, or indirectly through one or more intermediaries controls, is controlled by or is under common control with such party.

29. Proprietary Rights. As between Participant and Vendor, the Vendor Intellectual Property is, and shall at all times remain, the sole and exclusive property of Vendor. Participant shall have no right to use, copy, distribute, or create derivative works of the Vendor Intellectual Property except as expressly provided herein. Vendor shall have the right, in its sole discretion, to modify the Vendor Intellectual Property. “**Vendor Intellectual Property**” means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Vendor and/or its licensors that are delivered, provided, or used by Vendor in the course of providing the Service; and (d) all other intellectual property owned by Vendor and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as and any underlying source code and object code related thereto.

30. Suspension of Service. Vendor may suspend a User’s access to the Service for a violation of Section 23 of this Agreement, any applicable law, or third-party rights and may suspend the offending User’s access to the Service to the extent and for the duration necessary to address any such violation. Vendor will use commercially reasonable efforts to provide notice to Participant in advance of any suspension unless such violation may cause direct harm to the

Service or may result in liability to Vendor. Participant agrees that Vendor will not be liable to Participant or a User if Vendor exercises its suspension rights as permitted by this Section 30.

31. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. If Vendor is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. Vendor is performing this Agreement as an independent contractor to Participant. Participant agrees to allow Vendor to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Participant’s trademark guidelines and policies.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.

PARTICIPANT/ASSOCIATE MEMBER

Instructure, Inc.

By:

By:

Its:

Its:

Date

Date

Attachment 1
Terms and Conditions

1. **Rules and Implementation Process.** Vendors will be required to provide purchasers with the software Services on the Start Date or as soon as possible thereafter. Participants will work directly with Vendor to receive the software Services.
 - (a) **Project Timeline.** Vendor shall deliver the software Services to Participating Associate Member according to the implementation plan identified by the parties pursuant to Attachment B above.
 - (b) **Site Access and Work Hours.** If Vendor requires access to any school site, access to each site will be coordinated through the Participating Associate Member project representative a minimum of five (5) work days in advance. The parties will coordinate to reach a mutually agreed upon site access plan prior to the Vendor arriving onsite.
 - (c) **Rules.** The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with Participating Associate Members during the entire period for which they are on site at Participating Associate Members premise. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job:
 - 1) Participating Associate Member is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the Participating Associate Member grounds.
 - 2) Vendor agrees to abide by all applicable City laws, including those relating to hours and noise of construction work. If Vendors want to work other than hours approved by the city, Vendor must get a waiver from the City.
 - 3) Anyone not directly involved in the scope of work shall not be on the job site, or Participating Associate Member property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct involvement with the Vendor.
 - 4) No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic device, etc.
 - 5) No pets are allowed on Participating Associate Member property.
 - 6) Fraternalization or other contact with students is strictly forbidden.
 - 7) Any Vendor working on a site where students are present when Participating Associate Member has determined that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils shall warrant that each such employees have undergone appropriate background checks in accordance with applicable state law and Participating Associate Member Board policy. Vendor must agree to abide by all Participating Association Member reasonable policies to enforce the safety of students.

- 8) Upon written request, Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement (Attachment E).
- 9) Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a safe manner until properly disposed of.
- 10) Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes reasonable replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as a direct result of Vendor's employees.
- 11) Participating Associate Member has a Zero Tolerance Policy that will be enforced towards Negative or Questionable Conduct or behavior.
- 12) Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.
- 13) Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- 14) "Cruising" or "Loitering" on Participating Associate Member property or job site is not permitted at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave Participating Associate Members' property.
- 15) Vendor or its employees or associates are not allowed to be in any area of the Participating Associate Members' property that has not been specifically authorized by Participating Associate Member or its designee without an official and designated escort.
- 16) Vendor will reposition all furniture and equipment that it moves as required to provide its Services. Vendor will make liaison with the appropriate designated representative on relocation of any equipment. **Note:** reasonable care is to be taken in all cases where dealing with Participating Associate Member equipment. Any damage is at the Vendor's expense.
- 17) Vendor shall maintain the project area in the reasonable state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

Vendor, when required by law and at the request of Participating Associate Member, shall pay prevailing wages.

Each Associate Member of Ed Tech JPA may have additional Rules during Vendor's presence on Associate Member's premises, which will be provided to Vendor upon request. Vendor agrees to adhere to the Rules for each Associate Member while it is on the applicable member's premises that contracts with it.

2. PUBLIC RECORDS ACT. Vendor acknowledges that Associate Member may be subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Associate Member's use and disclosure of its records are governed by this Act. Associate Member will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act.

3. PERMITS AND LICENSING/FINGERPRINTING. VENDOR and all of the VENDOR's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements. VENDOR agrees that all employees or agents who may be on Participating Associate Member's premises shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and Participating Associate Member applicable policies intended to ensure that no contractor employees or employees of subcontractors who may come in contact with Participating Associate Member pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c).

4. COVENANT AGAINST GRATUITIES. VENDOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of ED TECH JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

ED TECH JPA shall have the right to terminate this Agreement in the event of material and uncured breach in accordance with the termination provisions in this agreement. The rights and remedies of it's the Participating Associate Member provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the this Purchase Agreement.

5. INCORPORATION OF REQUIRED FORMS. The following elements of Vendor's RFP Proposal are attached hereto and hereby incorporated by this reference:

1. Noncollusion Declaration
2. Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
3. Certification on Restrictions on Lobbying
4. Worker's Compensation Certificate
5. Drug-Free workplace
6. Tobacco Use Policy
7. Criminal Records Check Certification by Vendor

The above documents are intended to supplement the terms of this MA and in the event of a conflict between this MA and the forms identified above, the MA shall prevail.

6. Service. Subject to the terms of this Agreement, Vendor will provide the Service described in the Order Form. All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Vendor. "Service" means the proprietary software as a service offering(s) provided by Vendor and made available through a URL in a hosted environment, together with any other related products and services to be provided by Vendor as described in the Order Form. "User" means an individual who is authorized by the Participant to use the Service and Participant has paid for such use.

7. Service Standard. Vendor will use commercially reasonable efforts to make the Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Vendor does not meet the Service Commitment, Participant will be eligible to receive

a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Participant has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Participant's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Vendor. Any service credit shall be calculated using solely the Fees paid and attributable to the Service. Participant's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Vendor to provide a credit as provided in this Section 7; provided that Participant notifies Vendor in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Data. As between Vendor and Participant, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Participant Content**") remain the sole property of Participant. Vendor may use the Participant Content solely to provide and improve the Service in accordance with this Agreement or Participant's instructions. As between the parties, Vendor owns the aggregated and statistical data generated or related to the provision, operation, or use of the Service, including measurement and usage statistics, configurations, survey responses, and performance results (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Vendor from utilizing the Aggregated Data, provided that Vendor's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Participant.

Attachment A
Order Form

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Services Order Form

Order #: Q-132828-1
 Date: 6/11/2020
 Offer Valid Through: 6/30/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Fullerton Elementary

Address: 1401 West Valencia Dr.
 City: Fullerton
 State/Province: California
 Zip/Postal Code: 92833
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Primary Contact

Name: _____
 Email: _____
 Phone: _____

Name: Wes Kriesel
 Email: wes_kriesel@myfsd.org
 Phone: (714) 447-7400

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Pilot	7/1/2020	12/31/2020	User	900	USD 6,500.00	USD 6,500.00
Non-Recurring Sub-Total						USD 6,500.00
Year 1 Total						USD 6,500.00
Grand Total:						USD 6,500.00

Deliverable	Description	Expiration
Canvas Pilot Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	N/A
Canvas K-12 Unlimited Subscription Training (Pilot)	Unlimited access for all users to instructor-led online training during Pilot.	N/A
Canvas - K-12 Pilot Additional Implementation	Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.	N/A
Data Provisioning for Canvas Instance	Your Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for your Canvas instance. This includes consultation for manual UI management, SIS imports, and any available SIS integrations, including grade pass back. Access to relevant Community guides and API documentation will be provided. Your IC will also discuss and execute a remapping plan if you are switching Student Information Systems and remapping within Canvas is necessary.	12 Months

Deliverable	Description	Expiration
Instructional Design: Ready Made Template (Pilot)	Select One Pre-Built Template from our suite of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed.	12 Months
Pilot - 24x7 Support	24x7 support included in Pilot package	N/A
Pilot - Tier 1 Support (Faculty Only)	Tier 1 Support (faculty only) per user included in Pilot package	N/A
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure’s support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

This Order Form and the attached Purchase Agreement are being entered into between Instructure and Customer pursuant to the award of RFP No. 18/19-03 with Education Technology Joint Powers Authority and resulting Master Agreement between it and Instructure.

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is tax exempt: _____ <i>Please email any/all exemption certifications to ar@instructure.com.</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Fullerton Elementary

Signature:	_____
Name:	<u>Robert Pletka, Ed.D.</u>
Title:	<u>Superintendent</u>
Date:	<u>June 23, 2020</u>

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Attachment B
Implementation Plan

Each Ed Tech JPA member district executing a new contract with Instructure will be assigned a dedicated team to ensure long-term success. Implementations are comprised of regularly scheduled and highly-structured activities and engagements to ensure member districts progress toward effectively using our applications to impact teaching and learning. Instructure agrees to follow the Pre-Purchase Implementation Plan described below for new customers within two weeks of receiving notification our products or services have been purchased.

Pre-Purchase Implementation Plan:

- (1) Initial one-hour demonstration and needs assessment designed to align on key learning and institution objectives.
- (2) Order Form to be provided to participant upon Vendor's receipt of estimate user counts.

Attachment C

CANVAS SOFTWARE BASELINE FEATURES AND FUNCTIONS

Canvas

Canvas is a single, integrated learning management system that bundles assessments, grading, state standards tracking, messaging, learning analytics, and more – while keeping everything simple, easy, and in one place.

Feature	Description
Accessibility	Instrucutre’s Voluntary Product Accessibility Template, or VPAT, enables administrators and decision-makers to evaluate Canvas' conformance with the accessibility standards under Section 508 of the Rehabilitation Act and the Act WCAG 2.0 AA Standards.
Analytics	Monitors student engagement, predicts success, and tracks students’ learning outcomes and progress by pedagogical goals and desired outcomes
Announcements	Delivered automatically to the course activity stream of all users based on their notification preferences
Assignments	Assignment submissions can include web pages, Word docs, video, audio, slide shows, links, and more
Browser-enabled	Compatible with Apple Safari 4+, Google Chrome, Microsoft Internet Explorer 8+, and Mozilla Firefox 3.5+
Calendar	Drag-and-drop functionality to schedule and reschedule calendar events, plus automatic event notifications and support for iCalendar standard integrations
Chat	Synchronous text, video, and audio chat

Collaborations	Enable users to collaborate on projects using shared Canvas work spaces and tools such as Google Drive
Conferences	Integrated, synchronous webinars / video conferencing, whiteboard, and live chat
Discussions	Provide asynchronous (and near-synchronous) threaded public discussions, subject posting, and replies, which can be graded
ePortfolios	Students can create an unlimited number of public or private ePortfolios to display and reflect on notable coursework
FERPA and COPPA compliant	Complies with U.S. federal law regarding Family Educational Rights Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) and gives schools the tools they need to maintain compliance.
Files repository	Hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file reorganization, file renaming, file deletion, and other standard file management functionality
Gradebook	Automatically generated and updated based on course assignments and assessments which are linked with the gradebook and the integrated feedback features
Grades	Assignments and Quizzes can be scored by points, percentages, letter grades, and complete/incomplete
Integrations	Standards-based, pluggable platform for easy integration with a wide variety of external technologies, systems, tools, and services
Learning outcomes	Learning outcomes can be aligned to rubrics for institution-wide initiatives such as academic standards and accreditation
Mobile access	Free native mobile apps for Apple iOS and Android.

Modules	Can be thematic, focused on a specific topic, content type, or arranged chronologically to provide a course sequence with support for selective release
Pages	Create flexible, customizable course pages with wiki functionality using the Rich Content Editor
Parent Co-Enrollment	Enables parents to keep informed of class activities, school communications, and their child's classwork and learning progress
People	Includes the course roster and contact information for students, instructors, and TAs
Professional Learning	Create opportunities for teachers to learn online and support institution-wide resource sharing
Quizzes	Rich-content, multi-featured, and robust assessment and quizzing system for online exams; supports proctoring, question banks, and extensive question types. Canvas supports IMS QTI and Respondus integrations.
Reports	Can be tailored to show learning outcomes and rubrics that cover multiple courses, departments, or the entire institution
Rich Content Editor	WYSIWYG and HTML editor used to create discussion topics, comments, and replies; supports video and audio, images, tables, math formulas, and URL links
Rubrics	Created from sets of instructor-defined criteria to provide a structured, consistent, and prescriptive framework for assessment
Settings	Instructors can select course start and end dates, preferred language, grading scheme, copyright attribution, public or private visibility, as well as cross-list sections, add users, reorder course navigation, and configure external tools

SpeedGrader™	Enables instructors to step through a set of assignments and, in conjunction with the associated rubric, quickly and consistently grade each submission in just a few clicks
State standards	Enables schools to align course objectives to Common Core/State Standards to meet reporting requirements
Syllabus	Course calendar changes automatically update the course syllabus generated automatically by defined coursework
User profile	Includes optional user photo, Canvas users can add a bio, website links, and choose which registered services users can see. If the student is a member of a course or a group then their profile page is available to other members of the group., time zone, contact methods, registered web services, and other options

Attachment D

CSDPA

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Exhibit E
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between Irvine Unified School District and Instructure which is dated July 1, 2019 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Instructure, Inc.:

Signature: Matthew Seale

By: Matthew Seale Date: 2/20/2019

Printed Name: _____ Title/Position: Director, Finance Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA Name: _____

Signature: _____

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THE SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Instructure, Inc.

Attn: Matt Carlson

Address: 6330 South 3000 East, #700, Salt Lake City, UT 94121

Email: MCarlson@instructure.com

Phone: 816-225-3544

With CC in email to: Orders@Instructure.com

ATTACHMENT E INSURANCE

During the term of the Agreement, Vendor shall maintain the following coverage:

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.
4. **Errors and Omissions and Cyber insurance**, with limits not less than \$1,000,000 per occurrence, covering errors, omissions, network security failure or privacy breach arising from performance of this Agreement. Any such policy written on a claims-made basis must be maintained for a minimum of one (1) years after termination of this Agreement.

No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members.

All policies required above shall be written on an occurrence basis, with carriers maintaining an A.M. Best rating of A-VII or better. Upon written request, Instructure shall provide Customer with a Certificate of Insurance as evidence of such coverage.

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: **APPROVE ONE YEAR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FSI SECURITY FOR THE PURCHASE OF LIGHTSPEED SYSTEMS MOBILE MANAGEMENT SYSTEM FOR THE DISTRICTS STUDENT IPADS BEGINNING JULY 17, 2020 THROUGH JULY 17, 2021**

Background: Fullerton School District currently has over 13 thousand devices under the LightSpeed Systems Mobile Management System (MDM). The LightSpeed Systems MDM has been used to manage iPads in the District now for 5 years.

Rationale: District continues to deploy new devices and replace old ones to support its learning programs. The current contract ends on July 17th and the District would like to continue to manage these devices under this system.

Funding: Cost is not to exceed \$32,500 and is to be paid from the Innovation and Instructional Supports, budget #409.

Recommendation: Approve one year agreement between Fullerton School District and FSi Security for the purchase of LightSpeed Systems Mobile Management System for the Districts student iPads beginning July 17, 2020 through July 17, 2021.

JD:SR:kv
Attachment



Louis Bisbiglia
 Sales Architect
[Louis@mitoh.com](mailto:louis@mitoh.com)
 10000 California Street
 San Francisco, CA 94903

PRICE QUOTATION

CONTACT INFORMATION

SHIP TO:

BILL TO:

Company: Schmitt Contact: Sam Richio Phone: (415) 290-4381 Email: sam@richio.com	Name: Company: Address: City: CA	Name: Sam Richio Company: Address:
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SUBMITTED BY	Office	QUOTATION DATE	EXPIRATION DATE	Shipping	PAYMENT TERMS
Louis Bisbiglia	Sacramento, CA	10/15/2014	11/15/2014		Net 30

ITEM	DESCRIPTION	Part #	# UNITS	EXTENDED PRICE
1	Light fixture 10000 10000 10000 10000		10000	32500.00

NOTES:

Thank you
 Louis Bisbiglia
 FSi Security
 Office 916-670-1072
 Cell 415-290-4381
 Fax 408-519-6552

SUBTOTAL	\$32,500.00
SHIPPING	
Tax	Tax
TOTAL	\$32,500.00

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND NEARPOD, INC., FOR THE 2020/2021 SCHOOL YEAR**

Background: Nearpod has been used by all sites across the district for a number of years. Students and teachers have had over 1.7 million interactions with the app since 2017.

Rationale: Nearpod provides a variety of modalities for teachers and students that supports direct instruction, individualized learning and personalized learning. Nearpod provides the opportunity for every teacher to administer quick and powerful formative assessments within a lesson and access to countless K-8 standards based lessons. The District utilized Nearpod to create much of our summer Extended Play curriculum.

Funding: Total cost is not to exceed \$35,600. Each school site will be responsible for a license fee of \$1,780 to be charged to site budget.

Recommendation: Approve contract between the Fullerton School District and Nearpod, Inc., for the 2020/2021 school year.

JD:kv
Attachment

Sales Order for FULLERTON ELEMENTARY SD (Master); 2020-2021

June 8, 2020

Dear Jeremy,

Thank you for choosing to engage students and transform teaching with Nearpod!

We are always working to meet your students' needs. This year alone, we grew the Lesson Library to over 7,000 standards-aligned lessons, partnered with publishers like Desmos to create rich learning experiences, and added user-requested features like matching pairs and Time to Climb.

We look forward to continuing our partnership!

Sincerely,
Susan Fasano
Senior Customer Success Manager
Office: (855) 632-7763 Extension: 2334
Cell: +1 3107010327
Fax: +1 305-655-1999
susanf@nearpod.com

Sales Order For:

Jeremy Davis
 FULLERTON ELEMENTARY SD
 1401 W VALENCIA DR
 FULLERTON, California 92833
 UNITED STATES

Nearpod Contact:

Susan Fasano
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

Service Start: 08/30/2020 **Service End:** 08/29/2021

Description	Quantity	Total
<p>Nearpod District License</p> <p>including access to the Nearpod Lesson Library featuring thousands of ready to run lessons.</p> <p>Access to Nearpod's expanding Digital Citizenship and Literacy program featuring Common Sense Education.</p> <p>Nearpod for English Learners: Specialized K-12 content for English Learners across all grades and subjects.</p>	12250 - Students	\$35,6000
<p>Webinar: Up to 2-hour session with a Nearpod Trainer for up to 20 participants.</p>	4	\$0.00
	Total	(USD) \$35,600.00

Terms

This Sales Order is valid until: 07/31/2020

Service runs from 08/30/2020 until 08/29/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$35,600.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.

Education List Pricing is only available for PreK-12 Education customers.

Please submit this price quote attachment with your Purchase Order.

Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod Services described herein and is governed by the Terms and Conditions available online at: <https://nearpod.com/terms-conditions> and the Privacy Policy available online at: <https://nearpod.com/privacy-policy>.

The customer is required to remit payment or provide a PO within 60 days of signing and/or accepting the Sales Order.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Name: Robert Pletka, Ed.D.

Signature: _____

Date: June 23, 2020

Tax Exempt #: _____

Purchase Orders should be addressed to:

Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: susanf@nearpod.com
or
FAX: +1 305-655-1999

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ZOOM VIDEO COMMUNICATIONS INC. FOR THE 2020-2021 SCHOOL YEAR**

Background: The District has been using a free account during the COVID crisis. Our free account runs out on July 1st. We use Zoom Meetings for distance learning and we use Zoom Webinars for our board meetings.

Rationale: If we do not pay for the district license, our staff will be limited to 40 minutes per Zoom and we will lose some of the features that we are utilizing as a district. With distance learning being important to our district, having the paid Zoom platform will help us keep interactions secure and ensure continued use of webinars for board meetings.

Funding: Total cost is not to exceed \$40,000 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve contract between the Fullerton School District and Zoom Video Communications Inc. for the 2020-2021 school year.

JD:kv
Attachment



Order Form Number: Q529828
Valid Until: 04/30/2020

Zoom Video Communications Inc. ("Zoom")
 55 Almaden Blvd, 6th Floor
 San Jose, CA
Email: christian.conroy@zoom.us

<p>Billed To</p> <p>Customer: Fullerton School District Contact Name: Jeremy Davis 1401 West Valencia Drive Fullerton, California 92833, United States Email Address: jeremy_davis@myfsd.org Phone: (714) 447-7400</p>	<p>Delivered To</p> <p>Customer: Fullerton School District Contact Name: Jeremy Davis 1401 West Valencia Drive Fullerton, California 92833, United States Email Address: jeremy_davis@myfsd.org Phone: (714) 447-7400</p>
<p>Auto Renew: Yes Initial Paid Subscription Term: 12 Month Renewal Subscription Term: 12 Month Paid Period Start Date: 04/13/2020</p>	<p>Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30</p>

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms and Conditions found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern). Information regarding Zoom's support services can be found at <http://support.zoom.us>.

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Education Annual	Annual	1000	USD 25.00	USD 25,000.00
Cloud Recording 3 TB - overage fee	Month	NA	USD 0.10	NA
Cloud Recording One Year Prepay 3 TB Monthly Usage	Annual	1	USD 6,000.00	USD 6,000.00

(Before Taxes)	
Annual Payment:	USD 31,000.00

Payment Schedule Summary (Before Taxes)
First Payment: USD 31,000.00
Annual Recurring Payment: USD 31,000.00 (At the beginning of the Second Year)

Other Terms & Notes
<p>Named Host - means any licensed host who may host an unlimited number of meetings, one meeting at a time, during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.</p> <p>Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the</p>

month for which they are committed may not be carried forward into any subsequent month or term.

State and/or local taxes may apply to Zoom services.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name: Robert Pletka, Ed.D.
Date: June 23, 2020
Zoom Service Effective Date: 04/13/2020
PO # (If Applicable):
VAT # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to billing@zoom.us. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Laurie Bruneau, Director of Risk Management

SUBJECT: **APPROVE THE GENERAL SERVICES AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND RETURN-TO-WORK PARTNERS EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021.**

Background: The purpose of this contract is to provide consulting services to the Fullerton School District for employee-related injuries/illnesses. Return to Work Partners will provide disability management consultation to the Risk Management Department and Personnel Services team to ensure that the District meets its legal requirements under the American Disability Act (ADA) and Fair Employment and ACT (FEHA). The fee schedule is \$200 per hour and will not exceed \$50,000 during this contract period.

Rationale: Retaining the services of an experienced disability management provider will allow the District to mitigate and reduce high liability claims.

Funding: Cost not to exceed \$50,000 and will be paid from the General Fund (01).

Recommendation: Approve the General Service Agreement between the Fullerton School District and Return-to-Work Partners effective July 1, 2020 through June 30, 2021.

CH:LB:lc
Attachment

2020-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Return To Work Partners**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide disability management consultation to the Risk Management Department and Personnel Services team to ensure that the District meets its’ legal requirements under the American Disability Act (ADA) and Fair Employment and ACT (FEHA), hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **June 24, 2020** and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **see Exhibit A**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A.

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

- 13.1 Live Screen Criminal Background Check Requirements: Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with the District students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.
- 13.2 Tuberculosis Testing. If District determines that the services provided by Contractor involve more than limited contact with students per California Ed Code §49406, Contractor agrees that Contractor and/or its employees providing services pursuant to this Agreement shall submit to District a "TB Risk Assessment Questionnaire" administered by a licensed health care provider and if risk factors are identified, we will require TB testing and examination to determine that the Contractor is free from infectious tuberculosis.
- 13.3 Mandatory Reporter Requirements: Contractor acknowledges and understands that, pursuant to California Penal Code section 11165.7, each person whose duties under the Scope of Work include contact and supervision of children is a mandatory reporter of known or suspected instances of child abuse or neglect. Contractor is responsible for ensuring that every mandatory reporter takes the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. Contractor will ensure that each mandatory reporter executes an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Contractor will provide copies of each of these signed forms for each mandatory reporter to the District within six weeks of the hire of the mandatory reporter and annually.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

CONTRACTOR:
Return to Work Partners
2201 East Willow Street, #D189
Signal Hill, California 90755

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF **June**, 2020.

FULLERTON SCHOOL DISTRICT

Contractor Name

By:

By:

Robert Pletka, Ed.D.
Superintendent

Steve Monjaras
President

On File
Taxpayer Identification Number



STANDARD PROFESSIONAL SERVICES
AGREEMENT

FULLERTON SCHOOL DISTRICT
July 1, 2020 – June 30, 2021

FEE SCHEDULE

<u>Description of Service</u>	<u>Professional Rate / Fees</u>
Accommodation Meeting / Interactive Process	\$200.00 per hour
Professional Travel Time	\$200.00 per hour
Mileage	.58 per mile

FEEES FOR SERVICES RELATED TO WORKER COMPENSATION WILL BE BILLED DIRECTLY TO SEDWIG INSURANCE SERVICE (TPA).

FEEES FOR NON-WORK RELATED ACCOMODATIONS MEETINGS OR FITNESS FOR DUTY WILL BE BILLED DIRECTED TO FULLERTON SCHOOL DISTRICT.

Disability Management Consulting Services	\$200.00 per hour
Professional Travel Time	\$200.00 per hour
Mileage	.58 per mile

Essential Functions Job Analysis	\$125.00 per hour
Professional Travel Time	\$125.00 per hour
Mileage	.58 per mile

Ergonomic Consult Evaluation Installation	\$150.00 per hour
Professional Travel Time	\$150.00 per hour
Mileage	.58 per mile
Cost of Ergonomic Equipment	Lowest Market Price



SCOPE OF SERVICE – FULLERTON SCHOOL DISTRICT

When requested by the Fullerton School District, the Consultant, shall provide Accommodation Meeting Facilitation, Essential Function Job Analysis (EFJA), and Management of a Return to Work (RTW) Program. Accommodation Meetings will be completed on an as needed basis for open claims and non-industrial related requests.

Accommodation / Interactive Process Meetings will be developed around Consultant's pre-formatted Interactive Accommodation Summary. Each Accommodation Meeting will be handled by an experienced consultant and will include the following services:

Contacts with all pertaining parties; scheduling of meeting; review and development of all supporting documents e.g. notices, follow-up, attaining precise work restrictions/limitations; facilitation of the interactive process; documentation of meeting; development of return-to-work agreements and related supporting documents and obtaining signatures as needed.

Management of Return-To-Work Program will include assistance in the development and/or upgrade of your current policies, to establish a user friendly RTW program. Based on your existing policies, State and Federal Laws, additional policy and procedures will be recommended. In addition, customized user-friendly forms and supporting documents will be developed and training will be provided to supervisors and key personnel.

Essential Functions Job Analysis will be developed around Consultant's pre-formatted EFJA template. Each EFJA will have specific information based on information provided via existing job description, via interviews with incumbents and by observation. The EFJA will outline the following: Job Purpose; Work Schedule; Required Qualification; Identification of Essential & Non-Essential Job Functions; Supporting documentation how Essential & Non-Essential Functions were identified; Physical Demands and frequencies; Hand Activities and frequencies; Lifting and Carrying requirements; Equipment and Machinery Operated; Mental & Psychological Demands; Environmental Exposures; Communications and Sensory Demands. Upon request additional physical and psychological demands can be added. This will enable the Fullerton School District to create a job bank that will meet current and future needs.

Ergonomic Evaluation Services will include an on-site evaluation, research/assessment of equipment needs and ergonomic equipment recommendation, which will be summarized in a formal Workstation Assessment Report with pictures of current situation. Each Workstation Assessment will be evaluated by various worksite components e.g. monitor, chair, input devices and overall office layout. Should the recommendations and equipment outlined in the submitted report be approved, a follow up visit by a consultant is recommended in order to ensure that all recommendations are appropriately applied. In addition, a follow up visit will help ensure the workstation encourages neutral work positions and ensures that the employee understands how to utilize any new equipment provided.



STANDARD PROFESSIONAL SERVICES
AGREEMENT

FULLERTON SCHOOL DISTRICT
July 1, 2020 – June 30, 2021

FEE SCHEDULE

<u>Description of Service</u>	<u>Professional Rate / Fees</u>
Accommodation Meeting / Interactive Process	\$200.00 per hour
Professional Travel Time	\$200.00 per hour
Mileage	.58 per mile

FEEES FOR SERVICES RELATED TO WORKER COMPENSATION WILL BE BILLED DIRECTLY TO SEDWIG INSURANCE SERVICE (TPA).

FEEES FOR NON-WORK RELATED ACCOMODATIONS MEETINGS OR FITNESS FOR DUTY WILL BE BILLED DIRECTED TO FULLERTON SCHOOL DISTRICT.

Disability Management Consulting Services	\$200.00 per hour
Professional Travel Time	\$200.00 per hour
Mileage	.58 per mile

Essential Functions Job Analysis	\$125.00 per hour
Professional Travel Time	\$125.00 per hour
Mileage	.58 per mile

Ergonomic Consult Evaluation Installation	\$150.00 per hour
Professional Travel Time	\$150.00 per hour
Mileage	.58 per mile
Cost of Ergonomic Equipment	Lowest Market Price



SCOPE OF SERVICE – FULLERTON SCHOOL DISTRICT

When requested by the Fullerton School District, the Consultant, shall provide Accommodation Meeting Facilitation, Essential Function Job Analysis (EFJA), and Management of a Return to Work (RTW) Program. Accommodation Meetings will be completed on an as needed basis for open claims and non-industrial related requests.

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Contacts with all pertaining parties; scheduling of meeting; review and development of all supporting documents e.g. notices, follow-up, attaining precise work restrictions/limitations; facilitation of the interactive process; documentation of meeting; development of return-to-work agreements and related supporting documents and obtaining signatures as needed.

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CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D. Assistant Superintendent, Personnel Services

PREPARED BY: Laurie Bruneau, Director, Risk Management, Workers Compensation and Safety

SUBJECT: APPROVE REJECTION OF A CLAIM AGAINST THE FULLERTON SCHOOL DISTRICT NUMBERED: 1906841

Background: A claim has been filed against the District for injuries involving a student from Laguna Road Elementary. The District and its liability claim administrator, ASCIP, have investigated the claims and recommend rejection.

Rationale: The District's claims administrator, ASCIP, does not find any evidence of negligence or legal liability in their initial investigation on the part of the Fullerton School District. Therefore, rejection of these claims is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of a claim against the Fullerton School District numbered: 1906841

CH:LB:lc

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: **APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR THE DEMOLITION AND REMOVAL OF EXISTING NON ADA COMPLIANT RAMPS AT GOLDEN HILL ELEMENTARY SCHOOL**

Background: On July 24, 2018, the Board of Trustees approved a unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of school site repairs, installation, maintenance, and replacement work. This unit price contract, FSD Project Number FSD-18-19-GF-01, allows the District to procure general contractor services on an as-needed basis. This particular project was for the demolition and removal of various ramps located at Golden Hill Elementary School. The new ramps were necessary to create proper ADA compliant paths of travel as required by Division of the State Architect (DSA) for the safety of students and staff.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount not to exceed \$25,391.15 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction for the demolition and removal of existing non ADA compliant ramps at Golden Hill Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Golden Hill Elementary School, 732 Barris Drive, Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 23rd day of June 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Insurance Agency, Inc.; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this project was for the demolition and removal of various ramps located at Golden Hill Elementary School. The new ramps were necessary to create proper ADA compliant paths of travel as required by the Division of the State Architect (DSA) for the safety of students and staff.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

PREPARED: Wes Kriesel, Director, Innovation and Instructional Support

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND FLORIDA VIRTUAL SCHOOLS FOR THE 2020-2021 SCHOOL YEAR**

Background: Fullerton School District (FSD) has a well-established tradition of providing personalized and innovative learning environments and experiences. One such offering is the new academic opportunity called MyFSD Academy, which offers virtual and homeschool options for students and parents. Students will engage in a robust online curriculum for this program, supported by FSD teachers.

Rationale: Due to the intensive virtual nature of this new learning environment, MyFSD Academy requires a robust online curriculum that supports students with scaffold and interactive learning experiences. The Florida Virtual School curriculum supports the type of engaging curricular experience that we want to offer our MyFSD Academy students.

Funding: Total cost is not to exceed \$60,000 and will be paid from Homeschooling budget 444.

Recommendation: Approve contract between the Fullerton School District and Florida Virtual Schools for the 2020-2021 school year.

JD:wk:kv
Attachment



QUOTE

THIS IS NOT AN INVOICE

Company Address 2145 Metrocenter Blvd, Suite 100
Orlando, Florida 32835
United States

Created Date 6/5/2020
Expiration Date 6/19/2020
Quote Number 00006802

Prepared By Christy Cleugh
Phone 805.601.7068
Email ccleugh@flvs.net

Account Name Fullerton Elementary School District

Quote To United States

Product	Quantity	Sales Price	Total Price
Client Hosted Per Student License	60.00	\$172.95	\$10,377.00
Consultative IT Services - General	1.00	\$199.00	\$199.00
Consultative Services - General	5.00	\$100.00	\$500.00
Elementary Language Arts Grade 3 v17 NH Course Access	1.00	\$500.00	\$500.00
Elementary Language Arts Grade 4 v19 NH Course Access	1.00	\$500.00	\$500.00
Elementary Language Arts Grade 5 v19 NH Course Access	1.00	\$500.00	\$500.00
Elementary Social Studies Grade 3 v17 NH Course Access	1.00	\$500.00	\$500.00
Elementary Social Studies Grade 4 v17 NH Course Access	1.00	\$500.00	\$500.00
Elementary Social Studies Grade 5 v17 NH Course Access	1.00	\$500.00	\$500.00
MS Comprehensive Science I v18 NH Course Access	1.00	\$500.00	\$500.00
MS Language Arts I v14 NH Course Access	1.00	\$500.00	\$500.00
Product Orientation - Non Hosted Models	1.00	\$0.00	\$0.00
Training Webinar Per Hour	5.00	\$250.00	\$1,250.00

Grand Total \$16,326.00

Please make Purchase Order out to Florida Virtual School

*This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Florida Virtual School at its offices. Not responsible for typographical or other errors. Florida Virtual School's standard terms and conditions will apply to any order.

**This course is not yet available for delivery. Please contact your FLVS Global representative for estimated delivery dates.

Any pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Payment Information

Please contact your sales representative for an invoice.

IMPORTANT: By issuing a Purchase Order, remitting payment, and/or accessing the licensed product quoted in this proposal, Customer is agreeing to be bound by the terms and restrictions detailed in this quote and to the Terms and Conditions for Use of FLVS Licensed Product(s). A copy of the Terms and Conditions for Use of FLVS Licensed Product(s) can be found at www.flvs.net/globaltermsandconditions.



QUOTE

THIS IS NOT AN INVOICE

Client Hosted Per Student Terms

Type of License:

• **Client Hosted Per Student:** Under the Client Hosted Per Student license, a student is defined as a unique user ID enrolled in an active status in one or more courses for 14 days or that has completed at least 15% of a course, whichever occurs first. If a student is no longer actively enrolled in FLVS courses before the renewable term expires, the license cannot be re-used to provide access to another student.

Terms and Restrictions:

- Course materials are NOT included. Please see your FLVS representative for a list of applicable materials.
- Instruction provided by customer.
- eTeacher's Guides are included. (*Guides may not be available for all courses)
- Courses may be modified and/or customized by customer.
- Some courses may not be available in this model. Please see your FLVS representative for details.
- Support for the licensed courses is included with annual per student fees.
- The delivery of assessments, discussion prompts, and FLVS hosted course content links to customer's FLVS approved Learning Management System (LMS) will be performed for an additional course access fee.
- New courses or new course versions that are released after the initial course delivery are not included. If customer desires to have new courses or new course versions delivered to customer's LMS, customer will be required to pay a course access fee per new course or new course version.
- FLVS approved LMS and versions include Blackboard 9.1, Ultra; Agilix Buzz, Canvas, Desire2Learn 9.x, 10.x, 20; Moodle 3.1, 3.3, 3.4, 3.5, 3.6, 3.7; Schoology, Moodlerooms 3.7.
- **Overages ("Additional Usage"):** Customer is financially responsible for overages. An overage is any student enrolled in excess of the number purchased at the beginning of or during the term of the license. System-based caps are not available. Customer is required to respond to course usage requests made by FLVS.
- **Course Customization:** Course customization may be defined as, but is not limited in definition to, the combining of course content from two or more FLVS or FLVS-provided courses. Course customizations may result in unexpected overage fees. Third party course content provided by FLVS, including but not limited to eDynamic Learning courses, Mawi Learning courses, Prepworks courses, Dave Ramsey finance course, etc., may not be customized or used in other course customizations. Please see your FLVS representative for more information and a list of third party courses before creating or enrolling students in customized course content.

Length of Term:

• The Client Hosted Per Student License is an annual renewable license. Customer will have license to utilize the licensed courseware for 12 months from the date access is granted.

Add-On Unlock

Definitions:

- State Specific Content – Delivery of state specific content in lessons and specific assessments.
- Single Lesson Navigation – Provides FLVS prescribed lesson numbering. Prohibits students from navigating between lessons.
- Module and Lesson Number Removal – FLVS prescribed lesson and module numbers will be removed from the content and assessments.
- Unlock features may not be available in some courses. Please see your FLVS representative for details.

Add-On Rush Load

Terms and Restrictions:

Rush load delivery date is an estimate. Actual date of course delivery is dependent on customer providing required information by FLVS-assigned deadlines.

Add-On Early Access

Terms and Restrictions:

Early Access provides customer with access to FLVS-provided content for the sole purpose of customer-provided instructor training and set up of domain and courses in preparation for the coming license period. Enrollment of students is NOT permitted during the Early Access period. If customer enrolls students during Early Access, standard enrollment fees will apply. Please see your FLVS representative for details.

Length of Term:

• The Early Access License is limited to the time period indicated on this quote.

Add-On Professional Development/Training Terms

Terms and Restrictions:

- Client Hosted licensed PD Courses include delivery of course to a client hosted, FLVS approved LMS.
- FLVS Hosted PD Courses include the use of the LMS (Buzz) to access the PD Course.
- Facilitated PD Courses include facilitation from an FLVS implementation specialist.
- Face to Face training consists of 6 hours per day of training in one specified training location.

IMPORTANT: By issuing a Purchase Order, remitting payment, and/or accessing the licensed product quoted in this proposal, Customer is agreeing to be bound by the terms and restrictions detailed in this quote and to the Terms and Conditions for Use of FLVS Licensed Product(s). A copy of the Terms and Conditions for Use of FLVS Licensed Product(s) can be found at www.flvs.net/globaltermsandconditions.



QUOTE

THIS IS NOT AN INVOICE

Length of Term:

- FLVS Hosted PD Courses include access to the content for a period of one calendar year after access is provided.
- For Facilitated PD Courses 30 hours in length, FLVS will provide facilitation for the first 12 weeks after access is provided. For Courses 60 hours in length, FLVS will provide facilitation for the first 20 weeks after access is provided.
- All other Professional Development/Training services such as face to face and webinars must be scheduled and delivered within twelve (12) months of purchase.

Add-On Consultative Services Terms

Terms and Restrictions:

- Unless otherwise stated by the order documentation, Consultative Services are charged by the hour, or by the day in the case of face to face consultation, for actual work performed in relation to the agreed upon services. This includes but may not be limited to requirement gathering, preparation time, and actual delivery of services or findings to customer.
- Unless otherwise stated by the order documentation, Consultative Service hours will be pre-purchased by the customer and can be used upon no less than 5 business days advance notice to customer's FLVS Global contact.
- Once hours are depleted, customer will be notified and offered the option of purchasing additional hours.
- Consultative services do not include access to FLVS courses.

Length of Term:

- Consultative Service hours purchased by customer must be used within one calendar year from purchase date.

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support
SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND CERTICA SOLUTIONS, INC. FOR THE 2020-2021 SCHOOL YEAR**

Background: The District is in the process of being awarded a grant from the Michael and Susan Dell Foundation in the amount of \$240,000.00. This grant is being awarded for the purchase of a data dashboard solution and an Ed-Fi integration. Ed-Fi is a data interoperability platform that will allow our most important student data systems to communicate with each other through a standardized database that will make data visualizations much easier for all administrators. Certica Solutions is the vendor chosen to provide the dashboard analytics and the Ed-Fi implementation.

Rationale: Data visualizations and data dashboards can be utilized for just-in-time student supports and interventions. They can also be used to compare educational outcomes for students who are engaged in programs like Thrively vs students who are not as engaged. The District wants to be able to visualize many data points for students in order to intervene in chronic absenteeism, low assessment scores, and other factors where intervention could lead to great whole-child results as well as increased assessment results.

Funding: Total cost is not to exceed \$61,200 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve contract between the Fullerton School District and Certica Solutions, Inc. for the 2020-2021 school year.

JD:kv
Attachment



Certica Solutions, Inc.
 301 Edgewater Place, Suite 330
 Wakefield, MA 01880
 855-766-9916
www.CerticaSolutions.com

Education Connected

ORDER FORM

Account Executive	Kathryn Grady
Quotation Date	6/18/2020
Expiration Date	7/31/2020

Customer Name: Fullerton School District

Bill To

Address:	1401 W. Valencia Dr.
Address:	Fullerton, CA 92833
Name:	Attn: Mr. Jeremy Davis
Title:	Assistant Superintendent of Innovation and Instructional Support
Email:	jeremy_davis@myfsd.org
Phone:	714-447-7478

Primary Contact

Address:	1401 W. Valencia Dr.
Address:	Fullerton, CA 92833
Name:	Attn: Mr. Jeremy Davis
Title:	Assistant Superintendent of Innovation and Instructional Support
Email:	jeremy_davis@myfsd.org
Phone:	714-447-7478

Payment Terms: Net 30

PRODUCT/SERVICE	DESCRIPTION	QTY ¹	UNIT PRICE	LINE TOTAL
Videri – Standard Edition (up to 2 Data Areas)	Annual subscription Data Areas to be visualized are (i) non-assessment student data, and (ii) assessment student data.	12,400	\$3.00	\$37,200.00
Videri – Provisioning	Set-up and Training ²	1	\$7,000.00	\$7,000.00
Videri – Mapping Services	Certica provided mapping of extracts from source systems not currently Ed-Fi compliant to Ed-Fi compliant Videri data loaders.	3 mappings	\$1,000.00	\$3,000.00
Videri – On-site User Training	One-day on-site user training sessions for up to 15 users per session ³	4 sessions	\$2,500.00	\$10,000.00
Videri – Travel for On-site User Training	Trainer travel to delivery 2 days of training	2 trainers	\$2,000.00	\$4,000.00
			TOTAL	\$61,200.00

Initial Term: 12 months

Order Start Date: (one must be checked) Upon Receipt of PO Upon Date Signed Below Upon Date:

¹ When the QTY represents student count, it has been determined using the official enrollment most recently published by the state education agency in the Customer’s state. However, because Fullerton School District anticipates a significant decline in enrollment counts for the 2020-21 school year due to the COVID-19 health crisis, Certica has agreed to use the enrollment number of 12,400 students, which is Fullerton’s best estimate for its enrollment count for the coming school year. In November 2020, Certica will request a copy of the October 2020 Census Day enrollment count that the district has submitted to CALPADS for Fall 1 reporting. If Fullerton School District’s Census Day enrollment is higher than 12,400 students, Certica will invoice Fullerton School District for the difference between the Census Day enrollment count and the 12,400 students, multiplied times \$3.00/student. If the Census Day enrollment is lower than 12,400 students, Certica will apply a credit to the Fullerton School District Videri license renewal for the next annual licensing period, in the amount of the difference in enrollment count multiplied times \$3.00/student. Certica cannot issue a cash refund for any overpayment.

² Provisioning for this license includes one on-site Train-the-Trainer session for up to 15 participants and unlimited remote webinar Train-the-Trainer sessions. Provisioning also includes data integration for Ed-Fi-enabled source systems and data loading for CAASPP, ELPAC, i-Ready, AP, PSAT, SAT, Fountas & Pinnell and DIBELS assessment scores from district flat files. Provisioning also includes loading data files mapped by the district to Videri’s Ed-Fi-compliant data loaders for source systems not currently Ed-Fi compliant and standardized assessments not listed above; Certica will also provide this as an additional quoted service, if desired.

³ Quote allows for four additional training sessions (two running concurrently each day, over two days) with a maximum of 15 trainees per session.



Certica Solutions, Inc.
301 Edgewater Place, Suite 330
Wakefield, MA 01880
855-766-9916
www.CerticaSolutions.com

Education Connected

This Order Form is made part of, and shall be governed exclusively by, the standard Software License Agreement (the "Agreement") of Certica Solutions, Inc. ("Certica"), a current copy of which is located at <https://certicasolutions.com/products/hosted-software-license-agreement/>. Any terms and conditions of this Order Form that are in addition to or inconsistent with the Agreement shall apply solely to this order and to the Certica Product(s) or Service(s) ordered herein.

Customer represents and warrants that it hereby authorizes Certica to deliver, and it promises to pay for, all Certica Products and Services as specified herein and upon signature by Customer and submission to Certica, this Order Form shall become legally binding.

Customer

Signature: _____

Name: Robert Pletka, Ed.D.

Title: Superintendent

Date: June 23, 2020

Is a Purchase Order required to issue an invoice?

- NO Please complete Bill to information above
- YES Please send PO via either:
1. Email: orders@certicasolutions.com
 2. Fax: (781) 240-0420

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 2.0 (July 3, 2018)

Education Technology Joint Powers Authority

AND

Certica Solutions, Inc.

January 23, 2020

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the Education Technology Joint Powers Authority

(hereinafter referred to as “LEA”) and
(hereinafter referred to as “Provider”) on
the terms as stated herein.

Certica Solutions, Inc.

January 23, 2020

. The Parties agree to

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated January 23, 2020 (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to
ARTICLE I: PURPOSE AND SCOPE

protect student data transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:
See Exhibit A
3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. Partial Disposal During Term of Service Agreement. Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. Complete Disposal Upon Termination of Service Agreement. Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. Advertising Prohibition. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. Data Security. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years .
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Michelle Bennett
Title: Specialist - IT Contracts

Contact Information:
5050 Barranca Parkway
Irvine, CA 92604
MichelleBennett@iusd.org

The designated representative for the Provider for this Agreement is:

Name: Rodney Green
Title: Vice President, Business Operations

Contact Information:
Address: 301 Edgewater Place, Suite 330, Wakefield, MA 01880
Phone: (855) 766-9916 x259
Email: rgreen@certicasolutions.com

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Rodney Green
Title: Vice President, Business Operations

Contact Information:
Address: 301 Edgewater Place, Suite 330, Wakefield, MA 01880
Phone: (855) 766-9916 x259
Email: rgreen@certicasolutions.com

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and


either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ORANGE COUNTY, CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Certica Solutions, Inc.

BY:  Date: February 9, 2020

Printed Name: Mark Rankovic Title/Position: President & CEO

Education Technology Joint Powers Authority

BY:  Date: 2/10/2020

Printed Name: Brianne Ford Title/Position: President

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Videri(TM) is Certica's K-12 business analytic application which provides educators and administrators with dashboards, watchlists, charts and other visualizations of school and student data.

Certify(TM) is Certica's data quality analytic application which provides school districts with the ability to detect, track and report data problems, policy issues and patterns of non-compliance that may require attention or remediation by continually validating a district's databases for business rule integrity and data quality requirements.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input checked="" type="checkbox"/> Geolocation data
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data- Please specify:	<input checked="" type="checkbox"/> <small>Percentiles, projected proficiencies, goal / objective scores</small>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information- Please specify:	<input checked="" type="checkbox"/> Date entered
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information- Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts /health data	<input checked="" type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/ foster care)	<input checked="" type="checkbox"/>
	Other indicator information- Please specify:	<input checked="" type="checkbox"/> Food services eligibility
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID	<input checked="" type="checkbox"/>

	number	
	State ID number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

	work data - Please specify:	
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input checked="" type="checkbox"/> Additional data elements are listed here: http://schema.ed-fi.org/dat

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Irvine Unified School District _____ directs _____ to dispose of data obtained by Company pursuant to the terms of the Service Agreement between LEA and Company. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	____ Partial. The categories of data to be disposed of are as follows: ____ Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	____ Destruction or deletion of data. ____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	____ As soon as commercially practicable ____ By (Insert Date) _____

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Irvine Unified School District and which is dated January 23, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Certica Solutions, Inc.

BY: 

Printed Name: Mark Rankovic

Date: February 9, 2020

Title/Position: President & CEO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Rodney Green

Title: Vice President, Business Operations

Email Address: rgreen@certicasolutions.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

None.

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND BRIGHTBYTES INC. FOR THE 2020-2021 SCHOOL YEAR**

Background: We have been awarded a grant from the Michael and Susan Dell foundation to create data dashboards for our district. We have wanted Data Dashboards that would bring together data from our Student Information Systems, our Assessment systems, and other data points that we could correlate to provide whole-child interventions as well as to show the usefulness of various programs in the District.

Rationale: Brightbytes has two data systems that we want to utilize to create data dashboards and data comparisons. One system is a highly respected student/parent/staff survey that covers issues around the Classroom, Safety, Access, and the school and home environment. This data set would allow us to see data down to the student level and then compare that data to assessment scores, absenteeism, and other factors to proactively intervene with students. The second component would allow us to see usage data of apps and websites across our student iPads to be able to compare true app usage to assessment results and to give us data on actual usage of paid programs to ensure they are worth the cost of the program.

Funding: Total cost is not to exceed \$29,000 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve contract between the Fullerton School District and Brightbytes Inc. for the 2020-2021 school year.

JD:kv
Attachment

Sales Order

Organization Name: Fullerton Elementary
Organization Contact: Jeremy Davis

1401 W Valencia Dr
Bill To: Fullerton, California 92833-3938
United States
(714) 447-7400

Prepared By: Kristal Ayres

This Sales Order (the "Sales Order") is effective as of the Effective Date listed below between Fullerton Elementary, with offices at 1401 W Valencia Dr, Fullerton, CA 92833-3938 ("Customer") and BrightBytes, Inc., a Delaware corporation with offices at 717 Market Street Suite 300, San Francisco, CA 94103 ("BrightBytes") and by signing this Sales Order below, Customer represents and agrees that it has read, understood, and agreed to all of the terms set forth in the BrightBytes Terms of Service, made available at <http://www.brightbytes.net/terms/> and the BrightBytes Privacy Policy, made available at <http://www.brightbytes.net/privacy-policy/>, which collectively with this Sales Order form the entire agreement between BrightBytes and Customer (the "Agreement").

The following are the applications and services that will be provided on the Clarity platform.

Your term is for 12 months; the service start date ("Effective Date") will be August 03, 2020 unless otherwise communicated.

Item	Price
One-Time Setup Fee	\$5,000.00
Learning Outcomes/Ed-Tech Impact	\$12,000.00
Whole Child (Non-Anonymous)	\$12,000.00
Total:	\$29,000.00

Year 2: \$24,000

BrightBytes Payment Account Information	If Customer desires to pay by check:	If Customer desires to pay via ACH or wire:
	BrightBytes Inc. Attn: Business Office 717 Market Street, Suite 300 San Francisco, CA 94103 Email: billing@brightbytes.net	Please contact our business office at billing@brightbytes.net .

	Robert Pletka, Ed.D.	Superintendent	6/23/2020
Authorized By (sign)	(Print Name)	(Title)	Date
Purchase Order Number			

Please remit signed proposal and purchase order by email to billing@brightbytes.net or by fax (877) 208-5067.

This Sales Order is signed by duly authorized representatives of the parties and the Agreement is effective as of the Effective Date.

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director of Child Development Services
SUBJECT: **APPROVE/RATIFY THE AMENDED 2019/2020 AFTER SCHOOL EDUCATION AND SAFETY PROGRAM CONTRACT EXTENSION TO DECEMBER 31, 2020**

Background: Fullerton School District operates an After School Program for 1,300 students at Commonwealth, Maple, Orangethorpe, Pacific Drive, Raymond, Richman, Valencia Park and Woodcrest Elementary Schools, plus Ladera Vista and Nicolas Junior High Schools.

Rationale: The California Department of Education After School Programs provide funding for Title I schools to support extending learning experiences for at-risk children and youth. The program includes one hour of academic support and two hours of standards-based enrichment experiences.

Funding: Existing funded amount for fiscal year 2019-20 of \$1,794,868.77 extended to December 31, 2020.

Recommendation: Approve/Ratify the Amended 2019/2020 After School Education and Safety Program Contract Extension to December 31, 2020.

JL:MC:ln
Attachment

Grant Award Notification

State Superintendent of Public Instruction Department of Education 1400 R Street, Sacramento, CA 95833	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	00	00000	00000	E0

Attention Education Loans and Program Coordination	STANDARDIZED ACCOUNT CODE STRUCTURE	COUNTY
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Program Office Education Loans and Program Coordination	Resource Code	Revenue Object Code	00
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Telephone 0000000000	0000	0000	INDEX
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Name of Grant Program Adult School Education and Support Program	0000
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	0000000000	00000	0000000000	0	0000000000	0000000000

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

This is to inform you that the award with the Adult School Education and Support Program has been awarded to fund the 0000000000-00 Adult Education Program. The attached document with the details of the award to be made.


This award is made contingent upon the award of the Loan to the activity to fund the 0000000000 which this award is awarded to the award amount of a 0000000000.

Please refer to the attached Grant Award Notification (A) document.

Education Loans and Program Coordination
 California Department of Education
 1400 N Street, Suite 0000
 Sacramento, CA 95833

California Department of Education Contact Nora Reed	Job Title Assistant Grant Management Administrator
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E-mail Address 00000@0000000000	Telephone 0000000000
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Signature of the State Superintendent of Public Instruction or Designee 	Date 00000000
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CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
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E-mail Address	Telephone
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Signature ▶	Date
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In accordance with the guidance provided by the Expanded Learning Initiative and the American Education Research Consortium, the role of expanded learning during the COVID-19 crisis is to provide additional learning opportunities for students. The American Education Research Consortium (AERC) and the American Education Research Consortium (AERC) are committed to providing high-quality, evidence-based learning opportunities for all students. The American Education Research Consortium (AERC) is committed to providing high-quality, evidence-based learning opportunities for all students.

The purpose of this grant is to provide additional learning opportunities for students during the COVID-19 crisis. The purpose of this grant is to provide additional learning opportunities for students during the COVID-19 crisis.

Summary of Activities

- A goal is to add additional learning opportunities provided in the AERC's CCLC ASSETS program, additional high-quality, evidence-based learning opportunities provided through the American Education Research Consortium (AERC) grant.
- A goal is to maintain and improve the quality of the learning opportunities provided in the AERC's CCLC ASSETS program, and to provide the additional learning opportunities provided through the American Education Research Consortium (AERC) grant to support the transition of students to the workforce or to higher education.
- High-quality, evidence-based learning opportunities provided through the American Education Research Consortium (AERC) grant will be provided to support the transition of students to the workforce or to higher education, and to provide the additional learning opportunities provided through the American Education Research Consortium (AERC) grant.

Other Information

- Related activities with the grant activities must be a direct result of the American Education Research Consortium (AERC) grant, and must be provided in a timely manner. The American Education Research Consortium (AERC) grant is committed to providing high-quality, evidence-based learning opportunities for all students.
- Activities with the additional learning opportunities provided through the American Education Research Consortium (AERC) grant must be a direct result of the American Education Research Consortium (AERC) grant, and must be provided in a timely manner.

CONSENT ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

SUBJECT: **APPROVE RESOLUTION #19/20-23 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AUTHORIZING THE DEDICATION OF 21 SOLAR EASEMENTS TO PFMG-SOLAR, LLC**

Background: PFMG-Solar, LLC has requested that the District dedicate 21 solar easements to be able to access for the purposes of installation, construction, ownership, removal, operation and maintenance of solar arrays. The Fullerton School District and PFMG Solar, LLC entered into a Solar Energy Power Purchase agreement on September 25, 2018 (Resolution #18/19-14; Board Item #2d). Pursuant to that agreement, PFMG-Solar, LLC will sell and purchase the energy output generated by the solar structures installed at the 21 district owned properties that contain solar energy systems. In connection with that agreement, PFMG-Solar, LLC desires easements from Fullerton School District on their 21 owned properties in order to install, construct, own, remove, operate and maintain the systems in furtherance of their obligations under the Solar Energy Power Purchase agreement.

The solar easements would be granted on each of the properties listed in "Exhibit A". A description and map of each of the twenty-one (21) easements is included in the attachment. Adoption of the Resolution #19/20-23 before the Board will result in the dedication of the above referenced solar easements to PFMG-Solar, LLC.

Rationale: The District and community will benefit from the dedication of the solar easements to PFMG-Solar, LLC by allowing them to install, construct, own, remove, operate and maintain the solar energy systems in furtherance of their obligations under the Solar Energy Power Purchase agreement adopted by the Fullerton School District board of trustees on September 25, 2018.

Funding: No fiscal impact to District.

Recommendation: Approve Resolution #19/20-23 of the Board of Trustees of the Fullerton School District authorizing the dedication of 21 solar easements to PFMG-Solar, LLC.

RC:yd
Attachment



Fullerton-PFMG-Constellation Solar Easement Clean Execution Version.pdf

DocVerify ID: E24839DE-BF51-4D80-AD9E-D61C997136A1
 Created: June 17, 2020 13:28:50 -5:00
 Pages: 119
 Remote Notary: Yes / State: MD

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E-Signature Summary

E-Signature 1: Joshua Udler (JU)

June 17, 2020 13:32:38 -5:00 [10746F173F3D] [73.128.120.44]
 joshua.udler@constellation.com (Principal) (Personally Known)

E-Signature Notary: Elizabeth Ashley Bradley (EAB)

June 17, 2020 13:32:38 -5:00 [B987129700EB] [73.135.20.255]
 Elizabeth.Bradley@constellation.com
 I, Elizabeth Ashley Bradley, did witness the participants named above electronically sign this document.



RECORDING REQUESTED BY, AND
WHEN RECORDED PLEASE MAIL TO:

California PV Energy 3, LLC
1310 Point Street, 13th Floor
Baltimore, MD 21231
Attn.: Assistant General Counsel, Solar

APN: 283-032-01; 283-031-01; 283-081-17
APN: 293-241-06
APN: 269-071-01
APN: 030-290-17; 030-290-24
APN: 281-151-01
APN: 280-312-04
APN: 031-200-45
APN: 293-281-01
APN: 269-081-02; 269-094-01
APN: 292-071-02
APN: 033-054-12; 033-066-29
APN: 072-170-16
APN: 072-271-14
APN: 030-290-24
APN: 287-151-01
APN: 283-221-03
APN: 032-190-10
APN: 284-131-01
APN: 288-073-02
APN: 030-101-01
APN: 073-051-02

SOLAR SITE EASEMENT AGREEMENT

Between

Fullerton School District, as Grantor

and

California PV Energy 3, LLC, as Grantee

Effective Date: _____, 2020

E24839DE-BF51-4D80-AD9E-D61C997136A1 --- 2020/06/17 13:28:50 -5:00 --- Remote Notary



SOLAR SITE EASEMENT AGREEMENT

THIS SOLAR SITE EASEMENT AGREEMENT (this “Easement Agreement”), effective as of _____, 2020 (“Effective Date”), is entered into by and between California PV Energy 3, LLC (assignee of PFMG Solar, LLC), a Delaware limited liability company, with a place of business located at 7777 Center Avenue, Suite 200, Huntington Beach, CA 92647 (“Provider”), as grantee, and Fullerton School District, a public school district organized and existing under the laws of California, with a place of business located at 1401 W. Valencia Drive, Fullerton, CA 92833, formerly known as or as successor-in-interest to Fullerton School District of Orange County, Fullerton School District of Orange County, California, Orangethorpe School District of Los Angeles, and Orangethorpe School District of Orange County (“Host”), as grantor. Provider and Host are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Host is the owner of certain school sites located in California (each a “Property” and collectively, the “Properties”) as more particularly described in Exhibit A, a portion of each which will be used for the installation, construction, ownership, removal, operation and maintenance of a solar energy system;

WHEREAS, Host desires to implement solar energy systems (each, a “System” and collectively the “Systems”) on approximately twenty-one (21) Host-owned properties (each System together with each such property, a “Project” and collectively, the “Projects”) totaling approximately 3 MW DC, on the Properties;

WHEREAS, California Government Code §§ 4217.10 et seq. authorizes Host to enter into agreements, contracts and related facility arrangements with private sector entities for developing energy conservation and production projects, provided that, among other things, Host’s governing board has made findings that the anticipated costs for energy services under the PPA (as defined below) will be less than the Purchaser’s anticipated energy costs in the absence of the PPA and that the terms of the agreement are in the best interests of Host;

WHEREAS, Host and Provider entered into that certain Solar Energy Power Purchase Agreement effective and amended as of December 21, 2018 (the “PPA”);

WHEREAS, pursuant to the PPA, Provider will sell to Host and Host will purchase from Provider, the Energy Output generated by the Systems during the Term (as defined in the PPA) in accordance with the terms and conditions of the PPA;

WHEREAS, in order to construct, install, own, remove, replace, operate and maintain the Systems, Provider requires access to the Properties;

WHEREAS, in connection with the foregoing, Provider desires easements from Host on and over the Properties in order to install, construct, own, remove, operate and maintain the



Systems in furtherance of Provider's obligations under the PPA and Host is willing to grant such easements to Provider pursuant to the terms set forth herein; and

WHEREAS, capitalized terms used but not defined herein (including in the recitals) shall have the respective meanings ascribed to them in the PPA.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 GRANT OF EASEMENT

Section 1.1 Exclusive Easement Areas. Host hereby grants to Provider, in accordance with the terms and conditions set forth herein, exclusive easements (each an "Exclusive Easement") on, under, over and across the Properties legally described and depicted in Exhibit B (the "Exclusive Easement Areas") for Provider's installation, construction, ownership, removal, operation, maintenance, improvement and replacement of the Systems on the Properties, provided however, that Host shall have the right to enter the Exclusive Easement Areas as described in Section 1.3 below.

Section 1.2 Non-Exclusive Easement Areas. Host hereby grants to Provider non-exclusive easements (each a "Non-Exclusive Easement" and together with the Exclusive Easement, the "Easements") on, under, over and across the general-use areas of the Properties for the purposes described in Exhibit C (the "Non-Exclusive Easement Areas" and together with the Exclusive Easement Areas, the "Easement Areas"), including, but not limited to, for the purpose of access, ingress and egress to facilitate the installation, construction, ownership, removal, operation, maintenance, improvement and replacement of the Systems. Host agrees to maintain all existing improvements owned by Host within the Non-Exclusive Easement Areas, including roads, driveways and walkways located in and around the Properties necessary for proper ingress and egress to and from the Easement Areas. Provider shall observe all speed limits and other rules and regulations established by Host with respect to such roads and driveways existing on the Properties.

Section 1.3 Host Right of Entry. Subject to the terms and conditions of the PPA, Host shall have the right to enter the Exclusive Easement Areas at any time provided that Host does not unreasonably interfere with the installation, construction, ownership, removal, replacement, operation or maintenance of the Systems. Further, subject to the foregoing, where a portion of the Systems consists of carports, Host and its licensees and invitees may use such areas for parking and other activities customarily associated with such type of parking area.

Section 1.4 Properties. Prior to Provider's installation of the Systems, Provider shall have inspected each Property and satisfied itself that each Property is in a condition ready for Provider's installation of the Systems. At any time prior to the installation of the Systems, if the Provider determines, in its sole discretion, that any of the Properties are not in a condition ready for the Provider's installation of the Systems, the Provider shall have the right to terminate this



Easement Agreement as to each nonconforming Property, provided that such termination is consistent with the PPA.

Section 1.5 Quiet Enjoyment. Host covenants and agrees that Provider, provided it remains in compliance with its obligations hereunder, shall lawfully and quietly have, hold, occupy and enjoy the Easement Areas and the appurtenant rights thereto in accordance with the terms hereof through the term of this Easement Agreement free from any claim of any entity or person of superior title thereto, whether by Host or any of its agents, employees, invitees or independent contractors or by any entity, person or persons having or claiming an interest in the Easement Areas.

ARTICLE 2 TERM

The term (the “Term”) of this Easement Agreement, as consistent with the PPA, shall commence on the Effective Date, as set forth above, and shall terminate on the earliest to occur of (i) the twenty-fifth (25th) anniversary of the Commercial Operation Date of the last System of the System Portfolio if Host or Provider or does not exercise its option to extend the term of the PPA, or (ii) the thirtieth (30th) or thirty-fifth (35th) anniversaries of the Commercial Operation Date of the last System of the System Portfolio depending on how many additional five (5) year renewal term(s) are exercised and/or mutually agreed upon by the parties pursuant to the PPA, (ii) the Host’s exercise of the purchase option contained in Section 14.1 of the PPA, (iii) the Early Termination Date (as defined in Sections 1.1 and 9.2 of the PPA), if Host terminates the PPA as a result of a default by Provider pursuant to Section 9.2 thereof and elects to cause Provider to remove the Systems in accordance with Section 9.3(a) of the PPA, or (iv) the termination of the PPA with respect to all or a portion of the Systems in accordance with the terms thereof.

ARTICLE 3 CONSTRUCTION OF SYSTEM

Section 3.1 Construction and Installation. Host hereby consents to the construction and installation of the Systems by Provider on the Easement Areas in accordance with the terms and conditions of the PPA, and Provider agrees to abide by said terms and conditions. Host shall cooperate with Provider and make reasonable attempts to provide information on underground utilities in preparation for installing the Systems. Host is not liable for any damage to underground utilities should Provider damage them while installing the Systems. Host is not liable for unforeseen site conditions.

Section 3.2 Maintenance and Repair of Systems. Provider shall, at Provider’s sole cost, maintain, clean, repair, replace and dispose of part or all of the Systems on the Easement Areas in accordance with the terms and conditions of the PPA.,. Provider shall provide Host with approved plans and specifications for installation prior to commencement of work to install the Systems on the Properties.



Section 3.3 Maintain Exclusive Easement Areas. Subject to Provider's obligations to maintain and repair the Systems under Section 3.2 hereof, Host shall maintain the Exclusive Easement Areas in neat, clean and good order and condition. Host shall trim or cause to be trimmed any shrubbery, trees or other growth on the Properties or under its control that would interfere with any System insulation; and if Host does not perform such obligation upon ten (10) days written notice to Host, Provider shall have the right to perform such services at Host's expense and/or pursue damages for any such shading that results in decreased System performance or production, as may be consistent with the PPA. Subject to the PPA, Host shall not make any alterations or repairs to the Systems without Provider's prior written consent. Host shall be responsible for all damage to the System caused by Host or its contractors.

Section 3.4 Entry Requirements. Provider shall comply with the following requirements prior to entry onto the Easement Areas in connection with the construction, ownership, removal, installation, operation and maintenance of the Systems. Provider shall:

(a) except in cases of emergency, provide 48 hours' prior written notice to the appropriate school site administrator and to the school district liaison, whose names and contact information shall be provided to Provider, before any entry onto any Property by Provider's employees, agents or contractors;

(b) perform all construction, installation, operation and maintenance work in connection with the Systems in a safe manner;

(c) not permit any hazardous condition to remain on the Easement Areas;

(d) not bring or permit to be brought any Hazardous Material (as defined below) in violation of applicable federal, state or local law, onto the Easement Areas;

(e) repair any damage or disturbance to the Easement Areas caused by Provider;

(f) keep the Easement Areas free and clear of all mechanics' and materialmen's liens arising out of Provider's activities (provided that if any such lien is filed, Provider shall have the right to contest the same so long as Provider provides a bond for the amount of such lien);

(g) procure and maintain, or use contractors who maintain, during all periods of entry pursuant to this section, general liability and property damage insurance with a combined single limit per occurrence of \$1,000,000, and naming Host as additional insured; and

(h) obtain and maintain, and cause each contractor and subcontractor performing construction, installation, operation or maintenance work in the Easement Areas to obtain and maintain Worker's Compensation insurance as required by law. Provider shall deliver to Host a certificate evidencing such insurance.



Section 3.5 Storage. Host shall use commercially reasonable efforts to locate a site in close proximity to the Easement Areas for the storage and assemblage of materials to construct, erect and install the Systems.

Section 3.6 Construction Parking. Host does not guarantee space for parking of construction crew vehicles and temporary construction trailers, but will cooperate with Provider in locating parking close to each Property.

Section 3.7 Removal of Materials. Upon completion of construction of the Systems, Provider shall remove all remaining materials from the sites and shall restore the sites as nearly as is reasonably possible to the condition in which it existed immediately prior to the commencement of such activity. Any light poles or related structures removed by Provider from the Properties in connection with the construction of the Systems shall be returned to Host upon completion of construction of the Systems.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES, COVENANTS OF HOST

Section 4.1 Authorization; Enforceability. The execution and delivery by Host of, and the performance of its obligations under, this Easement Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Host or any valid order of any court, or regulatory agency or other body having authority to which Host is subject. This Easement Agreement constitutes a legal and valid obligation of Host, enforceable against Host in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

Section 4.2 Host's Interest in Property. Host represents, warrants and covenants that Host has lawful title to the Properties and that throughout the Term of this Easement Agreement, provided that no default by Provider has occurred and continues beyond the expiration of applicable notice and cure periods, Provider shall enjoy quiet and peaceful use and enjoyment of the Easement Areas pursuant to the Easements granted herein, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Provider's quiet enjoyment thereof, and neither Host nor any person claiming by, through or under Host shall disturb Provider's quiet and peaceful use and enjoyment of the Easement Areas pursuant to the Easements granted herein. Host further represents and warrants that Host is formerly known as or is successor-in-interest to Fullerton School District of Orange County, Fullerton School District of Orange County, California, Orangethorpe School District of Los Angeles, and Orangethorpe School District of Orange County.

(a) Host shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Properties unless Host has given Provider at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Property or Properties to be so transferred and the proposed date of transfer. In furtherance of the foregoing, Host agrees that it



shall cause any purchaser, lessee, assignee, mortgagee, pledgee or other party to whom a lien or other security interest in the Property or Properties has been or may be granted (individually, each a “third party”) to execute and deliver to Provider a non-disturbance agreement (“SNDA”), in recordable form approved by Provider (such approval not to be unreasonably withheld by Provider), and as described below.

(b) Such SNDA shall (i) acknowledge and consent to the Provider’s rights in the applicable Property, (ii) acknowledge that the third party has no interest in the Systems or Easements and shall not gain any interest in the Systems or Easements by virtue of the Parties’ performance or breach of this Easement Agreement, (iii) if applicable, subordinate such third party’s interest in the applicable Property to the Easements and this Easement Agreement, (iv) acknowledge that Provider’s rights in the applicable Property granted hereunder shall run with such Property throughout the Term of this Easement Agreement, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by such third party of such Property and (v) provide that so long as Provider is not in default under this Easement Agreement beyond the expiration of any applicable grace or cure period provided for hereunder, Provider’s right of peaceable and quiet use and enjoyment of such Property pursuant to the Easements herein granted by Host shall not be disturbed by such third party.

(c) The execution, delivery and performance of this Easement Agreement by Host will not result in a breach of, default under or violation of any applicable law, ordinance, rule or other governmental restriction, or the provisions of any lease, contract, agreement, easement, covenant, condition, restriction other encumbrance by which it or the Properties are bound, as the case may be (including, without limitation, all recorded and unrecorded easements, rights of way, reservations, covenants, conditions, and restrictions affecting the Properties). There are no easements, rights of way, reservations, covenants, conditions, and restrictions or other encumbrances affecting the Properties as of the Effective Date which would adversely affect or materially impair Provider’s rights to construct, own, operate and maintain the System on the Easement Areas and to perform its obligations under this Easement Agreement and the PPA.

Section 4.3 No Interference With and Protection of Systems.

(a) Host represents and warrants to Provider that there are no circumstances known to Host or commitments to third parties that may damage, impair or otherwise adversely affect the Systems or their construction, installation, or function (including activities that may adversely affect Insolation, as defined below). Host will not initiate, conduct or, to the extent reasonably possible, permit activities on, in or about the Properties that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Systems Host shall not interfere with or handle any Provider equipment (including wireless/cellular internet connectivity equipment) or the Systems without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the construction and installation work or Systems removal. Host shall continue its standard security measures for the Properties, which may not be sufficient for protection of damage or losses to the Systems caused by criminal acts of third parties. Host shall not be liable for such damage or losses. Provider shall at Provider’s cost obtain insurance coverage to the extent Provider desires protection against such criminal acts.



(b) Provider shall, in its sole discretion and at its sole cost and expense, have the right to install security cameras on the Properties for monitoring and protection of the Systems and communication lines for such security cameras. If Provider elects to install such security cameras, then Provider shall be responsible for the costs of any maintenance of such security cameras and related equipment, and at the expiration or earlier termination of the Term, upon Host's request, Provider shall remove the security cameras. If Host requests that the security cameras remain on the Properties, right, title and interest to such security cameras shall be transferred to Host at no extra cost. In the event that Host has an existing security system and requests that Provider install additional security cameras on the Properties, then Provider, in its sole discretion, may comply with such request and install additional security cameras at Provider's sole cost and expense. If Provider installs such security cameras at Host's request, then all right, title and interest to such security cameras shall be transferred to Host at no additional cost, and Host shall be responsible for any costs of maintenance of such security cameras and related equipment. To the extent permitted by law, Host shall, at no additional cost to Provider, provide Provider with access to and viewing privileges for any monitoring system and shall share any security information it obtains with respect to the Systems with Provider.

Section 4.4 Maintenance of Properties. Host shall keep areas of the Properties that are under its control neat, clean and in good order and condition. Host shall give Provider prompt notice of any damage to or defective condition in any part or appurtenance of the Properties that is reasonably likely to affect the Systems (including electrical, telephone, internet and water facilities and systems located within or serving the Properties).

Section 4.5 Insolation. Host acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Provider of this Easement Agreement and is a material inducement to Provider in entering into this Easement Agreement. Accordingly, Host shall take commercially reasonable actions as necessary to prevent any interference with Insolation on and at the Exclusive Easement Areas, specifically in the air space above the Systems. Without limiting the foregoing, Host shall not construct or permit to be constructed any structure on the Properties that could adversely affect Insolation levels or permit the growth of foliage that could adversely affect Insolation levels. Although not obligated to monitor such activity, if Host becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Exclusive Easement Areas, Host shall advise Provider of such information and reasonably cooperate with Provider in measures to preserve existing levels of Insolation at the Exclusive Easement Areas. Host reserves the right to use the remainder of the Properties for any legal purpose that does not block or restrict sunlight to the Systems or otherwise interfere with Provider's rights under this Easement Agreement.

Section 4.6 Liens and Encumbrances. Host covenants that it will not cause, create, incur, assume, permit or suffer to exist any liens (including mechanics', labor or materialmen's liens), security interests or other encumbrances on the Properties that will interfere with the Easements and/or Provider's use and operation of the Systems. If any liens, security interests or other encumbrances are created after the Effective Date of this Easement Agreement, Host shall immediately notify Provider in writing and shall promptly cause such liens to be bonded, discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorney's fees and court costs at trial and on appeal).



incurred in bonding, discharging and releasing such liens. Host further covenants that with respect to any liens, security interests or other encumbrances to Host's title that may adversely impact the Easements and/or the Systems and that are in effect as of the Effective Date hereof, Host shall cause the party to whom a lien or other security interest in the Property or Properties has been or may be granted to enter into an SNDA as described in Section 4.2(b) above.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES, COVENANTS OF PROVIDER

Section 5.1 Authorization; Enforceability. The execution and delivery by Provider of, and the performance of its obligations under, this Easement Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Provider or any valid order of any court, or regulatory agency or other body having authority to which Provider is subject. This Easement Agreement constitutes a legal and valid obligation of Provider, enforceable against Provider in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

Section 5.2 Compliance with Laws. Provider shall comply with all laws, ordinances, orders, rules and regulations (state, federal or local), including without limitation all environmental and occupational, health and safety requirements relating to Provider's use or occupancy of the Properties and the operation and maintenance of the Systems.

Section 5.3 Maintenance and Repair. Provider shall maintain and repair the Systems in accordance with the requirements of Article 6 of the PPA.

Section 5.4 Insurance. Provider shall maintain insurance for claims arising out of the ownership, use, or maintenance of the Easement Areas in the same amounts required in Section 8.2 of the PPA during the term of this Easement Agreement.

ARTICLE 6 HAZARDOUS MATERIAL; EMERGENCY

Section 6.1 Compliance. During the term of this Easement Agreement, the Parties shall comply with all federal, state and local laws, statutes, ordinances and regulations relating to the receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material (as defined below).

Section 6.2 Notice. Neither Party shall introduce or use any Hazardous Material on, in or under the Properties in violation of any applicable law or regulation. Notwithstanding the foregoing, Provider may keep on or about the Properties quantities of any Hazardous Material used in the ordinary, customary and lawful construction, operation and maintenance of the Systems. If either Party becomes aware of any spillage, discharge, release or disposal of Hazardous Material



onto or within the Properties which by law must be reported to any federal, state or local agency, such Party shall promptly provide telephonic notice to the other Party of the type and location of such materials, and shall promptly confirm telephonic notice in writing.

Section 6.3 Provider Hazardous Material Indemnity. Provider shall be responsible for and shall indemnify, protect, defend and hold harmless Host and Host's employees, officers, agents, contractors and invitees (collectively, the "Host's Parties") from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which arise at any time and which result directly from Provider's or Provider's Parties' receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material in violation of any applicable law or regulation, in, on, under or about the Properties (excluding all Hazardous Material existing in, on, under or about the Properties prior to Provider's or Provider's Parties' entry under this Easement Agreement, which shall be the sole responsibility of Host).

Section 6.4 Host Hazardous Material Indemnity. Host shall be responsible for and shall indemnify, protect, defend and hold harmless Provider and Provider's employees, officers, agents, contractors and invitees (collectively, the "Provider's Parties") from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses and expenses which arise at any time and which result directly from Host's or Host's Parties' receipt, handling, use, storage, transportation, generation, discharge, release and disposal of Hazardous Material in violation of any applicable law or regulation, in, on, under or about the Properties (including all Hazardous Material existing in, on, under or about the Properties prior to Provider's or Provider's Parties' entry onto the Properties under this Easement Agreement).

Section 6.5 Survive Expiration. Provider's and Host's obligations under this Article 6 shall survive the expiration or earlier termination of this Easement Agreement for a period of one (1) year.

Section 6.6 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601).

ARTICLE 7 UTILITIES

The Parties understand and acknowledge that pursuant to the terms of the PPA, Host shall, at no additional cost to Provider, provide Provider with access to certain utilities on the Easement Areas related to the start-up, maintenance, repair, replacement and operation of the Systems. In



connection therewith, Provider's use of the Easement Areas shall include the non-exclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, conveyors and drainage ditches or canal systems on, connected to or maintained in connection with the Properties. Host shall have the obligation to maintain and repair all utilities up to the delivery points identified in the PPA, and Provider shall have the obligation to maintain and repair all utilities, including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided, from said delivery points to and then within the Easement Areas, but only to the extent the same are used by Provider. Host is not required to purchase or install additional utilities pursuant to this Easement Agreement.

ARTICLE 8 EVENT OF DEFAULT; REMEDIES

Section 8.1 Event of Default. An "Event of Default" means, to the extent consistent with the PPA, the occurrence of any of the following: (A) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, and (B) if either Party fails to comply in any material respect with any term, provision or covenant of this Easement Agreement within thirty (30) days after written notice from the non-defaulting party; provided that if such Event of Default cannot be cured within thirty (30) days, then the period to cure such Event of Default shall, subject to the non-defaulting Party's prior written consent, be extended by up to sixty (60) days so long as the defaulting Party diligently pursues reasonable remedial action and such Event of Default is reasonably capable of being remedied within such additional sixty (60)-day cure period.

Section 8.2 Remedies. Upon the occurrence of an Event of Default, after the expiration of any applicable cure periods, the non-defaulting Party shall be entitled to all rights and remedies available under the PPA and Applicable Law, provided that under no circumstance shall Host have any right to terminate this Easement Agreement for such Event of Default, except as provided in the PPA.

ARTICLE 9 PERSONAL PROPERTY

Section 9.1 Ownership. Host and Provider agree that the Systems and all equipment, machinery and appurtenances placed and installed in the Easement Areas by Provider that comprise the Systems shall remain the personal property of Provider, severable from the Properties, and shall not be or become fixtures, notwithstanding the manner in which the Systems are or may be affixed to the real property of Host. Host shall not take any position on any tax return or on any other filings indicating or suggesting that Host is anything other than a purchaser of electricity from the Systems. The Systems and their components may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Host, with Host's fee or other interest to the Properties. Host shall indemnify Provider against all losses, claims, costs and expenses (including attorneys' fees) incurred by Provider in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Host.



Section 9.2 Removal. Provider shall, consistent with the PPA, within one hundred eighty (180) days following the end of the Term or earlier termination as provided herein, and at Provider's sole cost and expense, remove the Systems from the Properties on a mutually convenient date; provided that Host does not exercise its purchase option contained in Section 14.1 of the PPA. Provider and its agents, consultants, and representatives shall have access at all mutually agreed-upon times to the Properties and the Systems for purposes of such removal. Provider is responsible to repair any and all damage caused by the removal of the Systems. The Easement Areas shall be returned as nearly as reasonably possible to its original condition as it existed on the date hereof, except for ordinary wear and tear; provided, however, Provider shall have no obligation to remove any burial cable or conduit or to restore any parking blocks, planter boxes, fences, light poles, landscaping, trees or plants that were demolished and/or removed in connection with the site preparation for the construction and installation of the System and the appurtenances thereto as permitted under the PPA or to restore the District Office Parking Lot. If the Systems are located on a shade structure installed by Provider and if Host elects to have the shade structure removed as well as the Systems, Provider shall do so at its sole cost and expense in the same manner as described above with regard to repair of any damage; provided that Provider is provided written notice of their removal no less than thirty (30) days prior to the expiration of the Term. Except in the case of an emergency, Provider shall give forty-eight (48) hours' prior written notice to the appropriate Project site administrator and liaison, whose name and contact information shall be provided to Provider, before any entry onto any Properties by Provider's employees, agents or contractors.

ARTICLE 10 ASSIGNMENT; MORTGAGE

Section 10.1 General. Subject to the transfer of ownership provisions in Section 4.2 above in the case of a transfer of ownership in any Property by Host, either Party may assign this Easement Agreement pursuant to Sections 10.2 and 10.3 below, provided that any such assignee (i) assumes in writing the obligations of the assignor hereunder and under the PPA, and (ii) agrees to be bound by the terms of this Easement Agreement and the PPA. Any assignment made by either Party in violation of the provisions in this Article 10 shall be null and void and constitute an Event of Default.

Section 10.2 Assignment by Provider. This Easement Agreement and the rights of Provider pursuant to it may not be assigned by Provider without the prior written consent of Host, which shall not be unreasonably withheld; provided, however, that Provider may, without Host's prior written consent, assign this Easement Agreement and the PPA to its Affiliates, to any person or entity providing funding for the System(s), or to any person or entity succeeding to all or substantially all of the assets of Provider or as set forth in Section 10.4, and in such case the Host and Provider shall execute an assignment and assumption agreement in substantially the form attached hereto as Exhibit D.

Section 10.3 Assignment by Host. Subject to Section 4.2, upon written consent of Provider, not to be unreasonably withheld, this Easement Agreement may be assigned by Host to any Affiliate.



Section 10.4 Right to Mortgage. Provider may, at any time and from time to time, without obtaining Host's consent, hypothecate, mortgage, grant or pledge its right, title or interest hereunder or under the PPA to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any obligation (a "Mortgage"). As used herein, the term "Mortgagee" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Provider or Provider's Affiliates (as further described in Article 18 of the PPA), and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. Host agrees to use its commercially reasonable efforts to cooperate with Provider in Provider's or Provider's Affiliates' efforts to obtain financing from a Mortgagee. If Provider assigns its right, title and interest in this Easement Agreement to such Mortgagee, then Host agrees to make all payments due to Provider under this Easement Agreement to an account designated in writing by such Mortgagee.

Section 10.5 Notice To Host. If Provider grants a Mortgage, it shall give notice of the same (including the name and address of the Mortgagee) to Host; provided, however that the failure to give such notice shall not constitute a default or Event of Default under this Easement Agreement or under the PPA but rather shall only have the effect of relieving Host from any obligation to such Mortgagee until such notice is given. Host hereby consents to the recordation of the interest of the Mortgagee in the Official Records of Orange County, California.

Section 10.6 Mortgagee Protections. Notwithstanding any other provision of this Easement Agreement or the PPA:

(a) A Mortgagee shall have the absolute right to do one, some or all of the following: (i) assign its Mortgage; (ii) enforce its Mortgage; (iii) acquire Provider's interests granted under the PPA and Seller's interests granted hereunder to the Easements (whether by foreclosure, assignment in lieu of foreclosure or other means), provided that any existing monetary defaults are cured prior to acquisition of Provider's interests; (iv) operate the Systems on the Easement Areas and perform Host's obligations under circumstances outlined in the PPA; (v) assign or transfer Provider's rights and obligations hereunder and under the PPA to a third party, including a foreclosure transferee upon cure of payment and curable non-payment defaults of Provider hereunder, as long as such third party assumes all obligations of Provider hereunder and under the PPA; (vi) exercise any rights of Provider hereunder and under the PPA or (vii) cause a receiver to be appointed to do any of the foregoing things. Host's consent shall not be required for any of the foregoing; and, upon acquisition of this Easement Agreement and the PPA by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee and upon Mortgagee's or said third party's remedy of any Provider default, Host shall recognize the Mortgagee or such other party (as the case may be) as Provider's proper successor, and this Easement Agreement and the PPA shall remain in full force and effect. Notwithstanding the foregoing, Host acknowledges that no Mortgagee shall assume or have any obligation or liability under or pursuant to this Easement Agreement, and the exercise by such Mortgagee of its rights and remedies under this Easement Agreement shall not constitute an assumption of Provider's obligations under this Easement Agreement (except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by such Mortgagee).



(b) In those instances where delivery of notice is required, as a precondition to exercising any rights or remedies as a result of any real or alleged default or Event of Default by Provider hereunder or under the PPA, Host shall deliver a duplicate copy of each and every notice of default to each Mortgagee concurrently with delivery of such notice of default to Provider, specifying in detail the default or Event of Default and the required remedy, provided that Host has been given the address(es) of each Mortgagee.

(c) Each Mortgagee shall have the same period of time after receipt of a notice of default to remedy a default or Event of Default hereunder and under the PPA, or cause the same to be remedied, as is given to Provider after Provider's receipt of a notice of default hereunder and under the PPA, plus, in each instance an additional thirty (30) day period; provided, however, that (a) such thirty (30)-day period shall be extended for the time reasonably required by the Mortgagee to complete such cure so long as Mortgagee has commenced such cure and works diligently towards completing it and (b) Mortgagee shall not be required to cure those Events of Default hereunder and under the PPA which are not reasonably susceptible of being cured or performed by Provider. Each Mortgagee shall have the absolute right to substitute itself for Provider and perform the duties of Provider hereunder and under the PPA for purposes of curing any default or Event of Default hereunder or under the PPA. Host expressly consents to such substitution, agrees to accept such performance, and authorizes each Mortgagee (and its respective employees, agents, representatives or contractors) to enter upon the Easement Areas to complete such performance with all of the rights and privileges of Provider hereunder and under the PPA. Host shall not terminate this Easement Agreement or the PPA prior to expiration of the cure periods available to each Mortgagee as set forth above.

(d) A Mortgagee or any party who acquires Provider's interests hereunder and under the PPA pursuant to foreclosure or an assignment in lieu of foreclosure shall not have any obligation under this Easement Agreement or under the PPA prior to the time that such Mortgagee or other party obtains Provider's interests granted under this Easement Agreement and under the PPA, so long as all Provider defaults have been cured prior to the Mortgagee or other party obtaining Provider's interests under the Easement Agreement; and such Mortgagee or other party shall be liable to perform obligations under this Easement Agreement and under the PPA only for and during the period of time that such Mortgagee or other party directly holds such interests, so long as all Provider defaults have been cured prior to the Mortgagee or other party obtaining Provider's interests under the Easement Agreement.

(e) (i) Host shall not agree to any modification or amendment to this Easement Agreement or the PPA by any such Mortgagee except upon Provider's written consent and (ii) Host shall not accept a surrender or termination of this Easement Agreement or the PPA by any such Mortgagee except upon Provider's written consent.

(f) At Provider's request, Host shall amend this Easement Agreement and the PPA, at no cost, to include any provision that may reasonably be requested by an existing or proposed Mortgagee, and shall execute such additional documents as may reasonably be required to evidence such Mortgagee's rights hereunder and under the PPA. Further, Host shall satisfy the requirements of Section 12.6(b) and provide any existing or proposed Mortgagee with an estoppel certificate which shall certify that Host (i) recognizes such entity as a Mortgagee under



this Easement Agreement and under the PPA and (ii) will accord to such entity all the rights and privileges of a Mortgagee hereunder and under the PPA.

(g) A Mortgagee shall be entitled to a replacement easement agreement with Host on the same terms and conditions as this Easement Agreement following any rejection or termination of this Easement Agreement in any Provider bankruptcy proceeding; provided, however, that if this Easement Agreement and the PPA are in full force and effect immediately prior to such Provider bankruptcy proceeding, Host shall have no such obligation unless the Mortgagee concurrently executes a replacement power purchase agreement with Host on the same terms and conditions as the PPA.

ARTICLE 11 INDEMNITY; LIMITATION ON LIABILITY

Section 11.1 Indemnity. Each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party and such other Party’s mortgagees, affiliates, governing board members, directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, whether or not involving a third party claim, including demands, actions, damages, loss, costs, expenses and attorneys’ fees (collectively “Indemnity Claims”) coextensively with the indemnity obligations of each Party under the PPA

Section 11.2 Limitation on Liability. THE DEFAULTING PARTY’S LIABILITY SHALL BE LIMITED AS EXPRESSED IN THE PPA.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Applicable Law. This Easement Agreement shall be interpreted and governed by the laws of the State of California, without regard to conflict of laws provisions. Any dispute shall be resolved in accordance with the PPA.

Section 12.2 Interpretation Rules. All provisions of this Easement Agreement are subordinate to any conflicting or inconsistent covenant, term or condition of the PPA, and any provision(s) of this Easement Agreement that conflicts or is inconsistent with any covenant, term or condition of the PPA is unintended by the Parties; wherefore, in the event any provision(s) of this Easement Agreement conflicts or is inconsistent with any covenant, term or condition of the PPA, the relevant covenant, term or condition of the PPA shall supersede the relevant provision of this Easement Agreement and control the relations of the Parties. Titles and headings are included in this Easement Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Easement Agreement. Words in the singular also include the plural and vice versa where the context requires.

Section 12.3 Severability. In the event that any provisions of this Easement Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, Host and Provider shall negotiate an equitable adjustment in the provisions of this Easement



Agreement with a view toward effecting the purposes of this Easement Agreement, and the validity and enforceability of the remaining provisions shall not be affected by it.

Section 12.4 Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 12.5 Entire PPA, Amendments and Waivers. This Easement Agreement and the PPA constitute the entire agreement between the Parties with regard to the Properties and supersede the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Easement Agreement must be in writing. Either Party's waiver of any breach or failure to enforce any of the terms of this Easement Agreement shall not affect or waive that Party's right to enforce any other term of this Easement Agreement.

Section 12.6 Further Assurances.

(a) Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.6.

(b) Certificates. From time to time, upon written request by Provider or any financing party to which Provider has granted a collateral interest in this Easement Agreement and the PPA (a "Financing Party"), Host shall, within thirty (30) days, provide (i) a lien waiver or other documentation satisfactory to the Financing Party confirming that no lien, security interest or other encumbrance exists which would adversely affect the Easements or the Systems, or (ii) an estoppel certificate attesting that (A) the Easement Agreement is in full force and effect; (B) the Easement Agreement has not been amended or modified (or if it has been amended or modified, the nature of such amendment or modification); (C) to the knowledge of Host, Provider is in compliance with the terms of the Easement Agreement and the PPA or detailing any known issues of noncompliance; and (D) such other confirmations or requests customary for such financing transactions and reasonably requested by the Financing Party.

Section 12.7 Casualty. In the event the Properties shall be so damaged or destroyed as to make the use of the Properties pursuant to this Easement Agreement impractical (as determined by a qualified engineering consultant retained by Host and reasonably acceptable to Provider), then the Parties shall have such remedies, including, without limitation, termination under certain circumstances, as expressed in the PPA.

Section 12.8 Exhibits.

Exhibit A. Legal Description of Each Property

Exhibit B. Legal Description and Depiction of Exclusive Easement Areas



Exhibit C. Non-Exclusive Easement Areas

Exhibit D. Form of Assignment and Assumption PPA

Section 12.9 Right to Update Certain Exhibits for Mutually Agreed Changes. The Parties acknowledge and agree that the configuration and location of the Systems as of the Effective Date of this Easement Agreement are preliminary and may be updated by the mutual agreement of the Parties after the Effective Date in order to reflect the updated design and engineering of the Systems and to address any existing lien or other security interest in the Property that may affect the location of the Systems, all pursuant to the PPA. Subject to the terms of the PPA, the Parties may amend Exhibits A, B and C, or execute additional Easement Agreements, in order to account for any such mutually agreed changes to the configurations and locations of the Systems. Any such mutually agreed amendments to Exhibits A, B and C of this Easement Agreement shall replace the relevant Exhibits then in effect and shall automatically become the newly effective Exhibits for purposes of this Easement Agreement without any further approvals of the Host.

ARTICLE 13 NOTICES

Any notice, demand, request, consent, approval confirmation or statements which is required or permitted under this Easement Agreement shall be in writing and shall be given or delivered by personal service, Federal Express or comparable overnight delivery service, addressed to the Party receiving notice as specified below. Changes in such address and/or contact persons named shall be made by notice similarly given. Notices shall be deemed made upon actual personal delivery as shown by written delivery confirmation.

Host: Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn.: Robert R. Coghlan, Ph.D,
Assistant Superintendent, Business Services

Provider: California PV Energy 3, LLC
7777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Attn.: Senior Vice President, Distributed Energy

with a copy to:

California PV Energy 3, LLC
1310 Point Street, 13th Floor



Baltimore, MD 21231
Attn.: Assistant General Counsel, Distributed Energy

[Signatures on following page]



IN WITNESS WHEREOF, Provider and Host have executed this Easement Agreement effective as of the Effective Date first set forth above.

HOST

FULLERTON SCHOOL DISTRICT

By: _____

Name: Robert R. Coghlan, Ph.D.

Title: Assistant Superintendent, Business Services

PROVIDER

California PV Energy 3, LLC

By:  _____

Name: Joshua Udler _____

Title: Assistant Secretary _____



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) Ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, a representative of _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

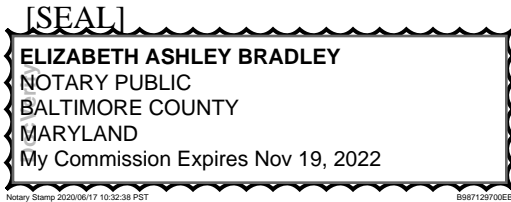
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STATE OF MARYLAND)
) ss
COUNTY OF Baltimore)

I hereby certify that on 17 day of June, 2020, before me, a Notary Public of the State of Maryland, personally appeared Joshua Udler who acknowledged himself/herself to be the Assistant Secretary of California PV Energy 3, LLC, a Delaware limited liability company (“LLC”), and that (s)he, as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself/herself as such Assistant Secretary.

In testimony whereof I have caused the seal of the court to be affixed, this 17 day of June, 2020, A.D.



Elizabeth Ashley Bradley
Signed on 2020/06/17 13:32:38 -5:00

Notary Public

My Commission Expires: [DATE]

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EXHIBIT A

LEGAL DESCRIPTION OF EACH PROPERTY

No.	System Name	Location
1	Acacia Elementary School	1200 North Acacia Avenue 92831
2	Beechwood Elementary School	780 Beechwood Avenue 92835
3	Commonwealth Elementary School	2200 East Commonwealth Avenue 92831
4	District Office	1401 West Valencia Drive 92833
5	Fern Drive Elementary School	1400 West Fern Drive 92833
6	Fisler Elementary School	1350 Starbuck Street 92833
7	Golden Hills Elementary School	732 Barris Drive 92832
8	Hermosa Drive Elementary School	400 East Hermosa Drive 92835
9	Ladera Vista Junior High School	1700 E. Commonwealth Avenue 92831
10	Laguna Road Elementary School	300 Laguna Road 92835
11	Maple Elementary School	244 E. Valencia Drive 92832
12	Nicolas Junior High School	1100 West Olive Avenue 92602
13	Orangethorpe Elementary School	1400 S. Brookhurst Road 92833
14	Pacific Drive Elementary School	1501 West Valencia Drive 92833
15	Parks Junior High School	1710 Rosencrans Avenue 92833
16	Raymond Elementary School	517 North Raymond Avenue 92831
17	Richman Elementary School	700 South Richman Avenue 92832
18	Rolling Hills Elementary School	1460 Rolling Hills Drive 92835
19	Sunset Lane Elementary School	2030 Sunset Lane 92833
20	Valencia Park Elementary School	3441 W. Valencia Drive 92833
21	Woodcrest Elementary School	455 W. Baker Avenue 92832

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FULLERTON

LEGAL DESCRIPTIONS

Acacia Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 26 AND RUNNING THENCE NORTH 0° 21' 29" WEST, ALONG THE WEST OF SAID NORTHEAST QUARTER, 425.81 FEET TO A POINT; THENCE SOUTH 89° 56' 09" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 613.80 FEET TO A POINT IN THE EAST LINE OF THE LAND FIRST DESCRIBED IN THE DEED TO EDWARD ATHERTON RECORDED OCTOBER 10, 1902, IN BOOK 80, PAGE 47 OF DEEDS; THENCE, SOUTH 0° 21' 29" EAST, ALONG SAID EAST LINE AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, 425.81 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE, NORTH 89° 56' 09" WEST, ALONG SAID SOUTH LINE, 613.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PORTION APN: 283-032-01

PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 26, DISTANT NORTH 0° 21' 29" WEST 425.81 FEET FROM THE CENTER OF SAID SECTION 26; THENCE SOUTH 89° 56' 09" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 613.80 FEET TO THE EAST LINE OF THE LAND FIRST DESCRIBED IN THE DEED TO EDWARD ATHERTON RECORDED OCTOBER 10, 1902, IN BOOK 80, PAGE 47 OF DEEDS; THENCE NORTH 0° 21' 29" WEST, ALONG THE WEST ALONG SAID EAST LINE A DISTANCE OF 64.19 FEET; THENCE, NORTH 89° 56' 09" WEST 613.80 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE, SOUTH 0° 21' 29" EAST, 64.19 FEET, TO THE POINT OF BEGINNING.

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PORTION APN: 283-031-01

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SOUTHWEST QUARTER DISTANT THEREON NORTH 0° 21' 29" WEST 490.00 FEET FROM THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCE SOUTH 89° 56' 09" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 613.80 FEET TO THE TRUE POINT OF BEGINNING OF THE BOUNDARY OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 56' 09" EAST 409.33 FEET TO A POINT IN THE CENTER LINE OF THAT CERTAIN EASEMENT CONVEYED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED JUNE 7, 1940, IN BOOK 1043, PAGE 425, OF OFFICIAL RECORDS, SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 18' 11", AN ARC DISTANCE OF 48.08 FEET; THENCE SOUTH 28° 04' 21" WEST 86.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 30' 50", AN ARC DISTANCE OF 75.10 FEET; THENCE SOUTH 49° 35' 11" WEST 194.97 FEET; THENCE SOUTH 46° 50' 51" WEST 186.37 FEET TO A POINT IN A LINE PARALLEL WITH AND 613.80 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 21' 29" WEST ALONG SAID PARALLEL LINE, 421.60 FEET TO THE TRUE POINT OF BEGINNING.

APN: 283-081-17

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Beechwood Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY, RECORDED FEBRUARY 16, 1951 IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS; THENCE SOUTH 88° 44' 20" WEST 317.21 FEET ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED TO A LINE PARALLEL WITH AND EASTERLY 14.00 FEET FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 0° 50' 18" WEST 1020.12 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE LAND DESCRIBED IN SAID ABOVE MENTIONED DEED; THENCE NORTH 88° 49' 19" EAST 317.19 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE NORTH 0° 50' 18" EAST 1020.58 FEET TO THE POINT OF BEGINNING.

EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH, AND MINERALS, IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LAND WITH THE FREE PERPETUAL AND EXCLUSIVE RIGHT TO EXPLORE, PROSPECT FOR, DRILL FOR, PRODUCE, TAKE AND REMOVE THE SAME FROM ONLY THAT PORTION OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND". FURTHER EXCEPTING AND RESERVING THE RIGHT TO INJECT OR INTRODUCE FROM TIME TO TIME, STORE, THEREIN AND SUBSEQUENTLY REMOVE FROM SAID SUBSURFACE LAND, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH AND MINERALS, TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN RESERVED, INCLUDING BUT NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE THE SAME AND OTHERWISE COMPLETE, OPERATE AND MAINTAIN WELLS INTO AND THROUGH SAID SUBSURFACE LANDS FROM LOCATIONS OUTSIDE THE BOUNDARIES OF THE REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND RETAINED TO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREIN ABOVE DESCRIBED AS RESERVED IN DEED FROM CONTINENTAL MAUSOLEUM COMPANY RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 473, OF OFFICIAL RECORDS.

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PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY RECORDED IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER BEING DISTANT N. 88° 44' 20" E. ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 331.22 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S. 0° 50' 18" W. ALONG THE EAST LINE OF THE LAND DESCRIBED IN SAID DEED 1020.58 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE N. 88° 49' 19" E. ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LAND DESCRIBED IN SAID DEED 109.95 FEET; THENCE N. 0° 50' 18" E. PARALLEL WITH SAID EAST LINE 1020.75 FEET TO THE NORTH LINE OF SAID SECTION; THENCE, S. 88° 44' 20" W. ALONG SAID NORTH LINE 109.95 FEET TO THE POINT OF BEGINNING; CONTAINING 2.5747 ACRES, MORE OR LESS.

EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH, AND MINERALS, IN, UNDER OR THAT MAY BE PRODUCED FROM SAID LAND, WITH THE FREE, PERPETUAL AND EXCLUSIVE RIGHT TO EXPLORE, PROSPECT FOR, DRILL FOR, PRODUCE, TAKE AND REMOVE THE SAME FROM ONLY THAT PORTION OF SAID LAND WHICH UNDERLINES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND". FURTHER EXCEPTING AND RESERVING THE RIGHT TO INJECT OR INTRODUCE FROM TIME TO TIME, STORE THEREIN AND SUBSEQUENTLY REMOVE FROM SAID SUBSURFACE LAND, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WATER PRODUCED THEREWITH AND MINERALS, TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN RESERVED,

INCLUDING BUT NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE THE SAME, AND OTHERWISE COMPLETE, OPERATE AND MAINTAIN WELLS INTO AND THROUGH SAID SUBSURFACE LANDS FROM LOCATIONS OUTSIDE THE BOUNDARIES OF THE REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND RETAINED DO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREINABOVE DESCRIBED AS RESERVED IN DEED FROM UNION OIL COMPANY OF CALIFORNIA RECORDED APRIL 16, 1965 IN BOOK 7485, PAGE 470, OF OFFICIAL RECORDS.

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Commonwealth Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA.

EXCEPT THE NORTH 30 FEET THEREOF, CONVEYED TO THE CITY OF FULLERTON BY GRANT DEED RECORDED DECEMBER 28, 1928 IN BOOK 231, PAGE 195, OF OFFICIAL RECORDS.

APN: 269-071-01

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District Office

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 27 AND 28 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOTS 27 AND 28 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF FULLERTON, ADOPTED JULY 19, 1927, SAID ABANDONED PORTION OF WEST VALENCIA DRIVE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, SAID POINT BEING 20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 39 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE WEST 1216.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE SOUTH 30.66 FEET ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 27 TO A POINT, SAID POINT BEING 29.25 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EASTERLY TO THE POINT OF BEGINNING.

EXCEPTING THE NORTHERLY 50 FEET OF SAID LOTS 27 AND 28, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID LOTS, AS DESCRIBED IN DEED TO THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY RECORDED SEPTEMBER 7, 1922 IN BOOK 436, PAGE 48, OF DEEDS.

ALSO EXCEPTING FROM LOT 27 AND THE ABANDONED PORTION OF WEST VALENCIA DRIVE THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF LOT 27 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOT 27 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF FULLERTON, ADOPTED JULY 19, 1927, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 0° 11' 24" EAST 613.88 FEET ALONG THE WESTERLY LINE OF SAID LOT 27 TO THE SOUTHERLY LINE OF THE FULLERTON CREEK DRAINAGE CHANNEL AS DESCRIBED IN DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED FEBRUARY 25, 1941 IN BOOK 1079, PAGE 366, OF OFFICIAL RECORDS; THENCE SOUTH 89° 46' 06" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF

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674.15 FEET TO A POINT THAT IS DISTANT NORTH 89° 46' 06" WEST 32.43 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF SAID LOT 27; THENCE SOUTH 0° 11' 24" WEST 647.65 FEET TO THE SOUTHERLY LINE OF SAID ABANDONED PORTION OF WEST VALENCIA DRIVE; THENCE NORTH 89° 30' 51" WEST 674.16 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 27; THENCE NORTH 0° 11' 24" EAST 30.78 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PORTION OF LOT 27, CONVEYED TO THE CITY OF FULLERTON BY GRANT DEED RECORDED MARCH 1, 1961 IN BOOK 5642, PAGE 707, OF OFFICIAL RECORDS.

APN: 030-290-17 AND 030-290-24

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Fern Drive Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF FERN DRIVE 60.00 FEET WIDE, AS SHOWN ON A MAP OF TRACT NO. 218, RECORDED IN BOOK 13, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING ON THE WEST BOUNDARY LINE OF SAID TRACT NO. 218 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29. SAID POINT ALSO BEING THE BEGINNING OF A CURVE TANGENT TO SAID CENTER LINE OF FERN DRIVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 188.07 FEET AND A LENGTH OF 183.81 FEET; THENCE FROM SAID POINT OF BEGINNING AND ENTERING SAID SOUTHWEST QUARTER OF SECTION 29, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.81 FEET; THENCE TANGENT TO SAID CURVE SOUTH 33° 36' WEST 178.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET AND A LENGTH OF 436.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 436.33 FEET; THENCE TANGENT TO SAID CURVE SOUTH 58° 36' WEST 114.43 FEET; THENCE SOUTH 0° 25' EAST 181.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET AND A LENGTH OF 167.55 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.55 FEET TO A POINT, A RADIAL LINE THROUGH SAID POINT BEARING SOUTH 42° 25' EAST; THENCE SOUTH 42° 25' EAST 30.00 FEET TO A POINT, SAID POINT BEING DISTANT NORTH 80° 25' WEST 725.00 FEET FROM THE SOUTHWEST CORNER OF LOT 55 OF SAID TRACT NO. 218; THENCE SOUTH 89° 23' EAST 694.10 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 20.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES TO SAID WEST BOUNDARY LINE OF TRACT NO. 218; THENCE PARALLEL WITH SAID WEST BOUNDARY LINE SOUTH 0° 25' EAST 503.58 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF PARCEL NO. 2, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 7, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID NORTHERLY LINE OF PARCEL NO. 2, NORTH 89° 35' EAST 20.00 FEET TO A POINT ON SAID WESTERLY LINE OF TRACT NO. 218, SAID POINT BEING DISTANT SOUTH 0° 25' EAST 390.22 FEET FROM THE SOUTHWEST CORNER OF LOT 55 OF SAID TRACT NO. 218; THENCE ALONG SAID WESTERLY BOUNDARY LINE OF TRACT NO. 218 AND THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, NORTH 0° 25' WEST 1455.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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EXCEPTING ALL WATER PIPES, FACILITIES, ETC., AS CONVEYED BY SUNNY HILLS RANCH, INC. TO SUNNY HILLS MUTUAL WATER COMPANY BY DEED RECORDED APRIL 1, 1942 IN BOOK 1133, PAGE 525, OF OFFICIAL RECORDS, DESIGNATED AS LINES 10 AND 15 THEREIN.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE CITY OF FULLERTON (FERN DRIVE PARK), BY GRANT DEED RECORDED SEPTEMBER 15, 1954 IN BOOK 2818, PAGE 136, OF OFFICIAL RECORDS. ALSO EXCEPTING AN UNDIVIDED 25% INTEREST OF ALL MINERALS, ORES, PRECIOUS AND USEFUL METALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM, OIL, GAS, ASPHALTUM AND TAR, THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED, CONTAINED, DEVELOPED OR TAKEN, ON, IN, UNDER OR FROM SAID LAND OR ANY PART THEREOF, RESERVED IN DEED FROM SUNNY HILLS RANCH, INC. RECORDED JULY 2, 1948 IN BOOK 1663, PAGE 157, OF OFFICIAL RECORDS.

ALSO EXCEPTING ANY WATER THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED, CONTAINED, DEVELOPED OR TAKEN, ON, IN, UNDER OR FROM SAID LAND OR ANY PART THEREOF, RESERVED IN DEED FROM SUNNY HILLS RANCH, INC. RECORDED JULY 2, 1948 IN BOOK 1663, PAGE 157, OF OFFICIAL RECORDS.

APN: 281-151-01

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Fisler Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 12 OF TRACT NO. 15994, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 818, PAGES 1 THROUGH 10, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM:

A) 50% OF ALL MINERALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, WITHOUT HOWEVER, ANY RIGHT TO USE ANY PORTION OF SAID LAND LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS RESERVED AND/OR EXCEPTED BY VARIOUS INSTRUMENTS OF RECORD.

B) THE REMAINDER UNDIVIDED 50% INTEREST OF ALL MINERALS, SUBSTANCES AND HYDROCARBONS, OF EVERY KIND AND CHARACTER, WITHOUT HOWEVER, ANY RIGHT TO USE ANY PORTION OF SAID LAND LYING ABOVE A DEPTH OF 100 FEET FROM THE SURFACE THEREOF, AS RESERVED AND/OR EXCEPTED BY VARIOUS INSTRUMENTS OF RECORD.

APN: 280-312-04



Golden Hill Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 67 OF TRACT NO. 1295, IN THE CITY OF FULLERTON, COUNT OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 40, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED RECORDED JULY 27, 1970 IN BOOK 9356, PAGE 718, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 031-200-45

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Hermosa Drive Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE EAST ONE-HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 16, DISTANT THEREON NORTH 0° 53' 10" EAST 21.40 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16; THENCE NORTH 86° 21' WEST 31.79 FEET; THENCE NORTH 84° 30' 20" WEST 199.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 3' 20", A DISTANCE OF 209.80 FEET; THENCE TANGENT TO SAID CURVE SOUTH 63° 26' 20" WEST 143.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 46' 37", A DISTANCE OF 56.08 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE LOS ANGELES AND SALT LAKE RAILROAD 60 FEET WIDE; THENCE SOUTH 9° 51' 25" WEST 550.63 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 85° 25' EAST 648.50 FEET; THENCE NORTH 29° 43' 49" EAST 188.74 FEET; THENCE NORTH 3° 30' WEST 490.00 FEET TO A POINT IN SAID EASTERLY LINE OF SECTION 16, WHICH POINT IS SOUTH 0° 53' 10" EAST 35.04 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 0° 53' 10" EAST 35.04 FEET TO THE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-FOURTH INTEREST IN ALL MINERALS, ORES AND PRECIOUS OR USEFUL METALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING IN PART PETROLEUM, OIL, GAS, ASPHALTUM AND TAR IN OR UNDER SAID LAND, AS GRANTED TO THE SUNNY HILLS RANCH, INC., BY DEED RECORDED IN BOOK 1803, PAGE 450, OF OFFICIAL RECORDS.

ALL RIGHTS OF ENTRY UPON THE LAND ABOVE DESCRIBED TO A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSE OF MINING, BORING, DRILLING, PROSPECTING FOR, MARKETING OR REMOVING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES WERE QUITCLAIMED BY SUNNY HILLS RANCH, INC., BY DEED RECORDED JUNE 18, 1954 IN BOOK 2751, PAGE 17, OF OFFICIAL RECORDS.

APN: 293-281-01

Ladera Vista Junior High School

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, SAID SOUTHWEST CORNER BEING ALSO THE CENTERLINE INTERSECTION OF NORTH ACACIA AVENUE AND EAST COMMONWEALTH AVENUE, AS SHOWN ON THE MAP OF TRACT NO. 2807 RECORDED IN BOOK 97, PAGES 12 AND 13 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE ALONG THE CENTERLINE OF SAID NORTH ACACIA AVENUE, NORTH $0^{\circ} 15' 25''$ WEST 644.80 FEET; THENCE NORTH $89^{\circ} 58' 16''$ EAST 354.50 FEET TO THE SOUTHWEST CORNER OF LOT 28 OF SAID TRACT NO. 2807; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 2807, EAST 305.89 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF LOT 24 OF SAID TRACT NO. 2807; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH $72^{\circ} 42' 23$ EAST 100.92 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 24; THENCE ALONG SAID SOUTHERLY LINE OF LOT 24, SOUTH $74^{\circ} 26' 43''$ EAST 90.24 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 24; THENCE ALONG THE SOUTHERLY LINE OF THE PROPOSED ALLEY EASEMENT, AS SAME IS SHOWN ON MAP FILE DIN BOOK 53, PAGE 29 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, SOUTH $57^{\circ} 24' 28''$ EAST 68.26 FEET; THENCE SOUTH $74^{\circ} 26' 43''$ EAST 151.99 FEET; THENCE NORTH $89^{\circ} 57' 26''$ EAST 273.86 FEET TO THE WESTERLY LINE OF TRACT NO. 2603, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGE 30 AND 31 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE ALONG SAID WESTERLY LINE, SOUTH $0^{\circ} 16' 43''$ EAST 511.00 FEET TO THE CENTERLINE OF SAID EAST COMMONWEALTH AVENUE; THENCE, ALONG SAID CENTERLINE, SOUTH $89^{\circ} 53' 36''$ WEST 1321.07 FEET TO THE POINT OF BEGINNING.

PARCEL B:

LOTS TWENTY-FIVE, TWENTY-SIX, TWENTY-SEVEN AND TWENTY-EIGHT, OF TRACT NO. 2807, AS SHOWN ON A MAP RECORDED IN BOOK 97 PAGES 12 AND 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND BUT WITHOUT THE

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RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500 FEET FOR THE PURPOSE OF EXPLORING FOR, BORING, MINING, DRILLING, REMOVING, EXTRACTING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEEDS FROM HELEN MARIE BREWER AND PAUL R. DES GRANGES, RECORDED FEBRUARY 8TH, 1956, IN BOOK 3386 PAGE 94 OF OFFICIAL RECORDS AND ALFRED N. BEASLEY AND SUE M. BEASLEY, HUSBAND AND WIFE RECORDED JANUARY 24TH, 1956, IN BOOK 3366 PAGE 588 OF OFFICIAL RECORDS.

PARCEL C:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FIVE, TOWNSHIP THREE SOUTH, RANGE TEN WEST, S.B.B. & M, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION THIRTY-FIVE, SAID POINT OF BEGINNING BEING ALSO THE CENTERLINE INTERSECTION OF NORTH ACACIA AVENUE AND EAST COMMONWEALTH AVENUE; THENCE NORTH 0° 15' 25" WEST ALONG THE CENTER LINE OF NORTH ACACIA AVENUE, 644.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 15' 25" WEST ALONG THE CENTER LINE OF SAID ACACIA AVENUE 85.52 FEET TO A POINT IN THE SOUTH LINE OF EAST WILSHIRE AVENUE; THENCE NORTH 89° 44' 35" EAST ALONG THE SOUTH LINE OF EAST WILSHIRE AVENUE 40.00 FEET TO A POINT IN THE EAST LINE OF NORTH ACACIA AVENUE, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTH AND EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 15' 25", AN ARC DISTANCE OF 23.63 FEET TO THE END OF SAID CURVE AND STILL BEING ON THE SOUTH LINE OF EAST WILSHIRE AVENUE; THENCE ON AN EAST BEARING ALONG THE SOUTH LINE OF EAST WILSHIRE AVENUE 299.43 FEET TO THE NORTHWEST CORNER OF LOT TWENTY EIGHT OF TRACT NO. 2807, AS SHOWN ON A MAP RECORDED IN BOOK 97, PAGES 12 AND 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 0° 15' 25" EAST ALONG THE WEST LINE OF SAID LOT TWENTY EIGHT, A DISTANCE OF 100.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT TWENTY EIGHT; THENCE SOUTH 89° 58' 16" WEST 354.50 FEET TO THE TRUE POINT OF BEGINNING.

APN: 269-081-02 and 269-094-01

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Laguna Road Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SAID SECTION IS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAGUNA ROAD AS SHOWN ON A MAP OF TRACT NO. 2051, RECORDED IN BOOK 69, PAGES 3, 4 AND 5 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THAT CERTAIN 100-FOOT WIDE PACIFIC ELECTRIC RAILWAY RIGHT OF WAY DESCRIBED IN A DEED RECORDED IN BOOK 299, PAGE 1 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH $66^{\circ} 18' 10''$ EAST 44.96 FEET ALONG SAID CENTER LINE TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ} 44' 50''$, A DISTANCE OF 239.53 FEET TO THE BEGINNING OF A TANGENT LINE IN SAID CENTER LINE; THENCE SOUTH $67^{\circ} 57' 00''$ EAST 238.00 FEET ALONG SAID TANGENT LINE; THENCE SOUTH $22^{\circ} 03' 00''$ WEST 205.19 FEET; THENCE SOUTH $7^{\circ} 52' 15''$ EAST 287.93 FEET; THENCE NORTH $70^{\circ} 45' 00''$ WEST 31.00 FEET; THENCE SOUTH $55^{\circ} 40' 00''$ WEST 516.00 FEET; THENCE SOUTH $78^{\circ} 35' 00''$ WEST 98.00 FEET; THENCE NORTH $11^{\circ} 25' 00''$ WEST 20.00 FEET; THENCE NORTH $89^{\circ} 17' 58''$ WEST 98.54 FEET MORE OR LESS TO SAID EAST LINE OF THE RAILROAD RIGHT OF WAY; THENCE NORTHERLY ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPT ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING, OR SINKING OF WELLS, SHAFTS OR TUNNELS; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON OR

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REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON.

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Maple Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST ONE HUNDRED ACRES OF THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AT THE INTERSECTION WITH THE CENTERLINE OF EAST MAPLE AVENUE;

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE CENTERLINE OF EAST MAPLE AVENUE TO THE POINT ON THE WEST LINE OF THE EAST ONE HALF OF SAID QUARTER SECTION;

THENCE SOUTH ALONG SAID WEST LINE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF EAST ASH AVENUE;

THENCE WEST ALONG SAID EXTENSION OF SAID CENTERLINE TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST ONE HUNDRED ACRES OF SAID QUARTER SECTION;

THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

NOTE: SAID PROPERTY IS ALSO SHOWN AS LOT 2 OF TRACT 587 RECORDED IN BOOK 21, PAGE 48 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF THE NORTH ONE HALF OF EAST ASH AVENUE, VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 1172 RECORDED IN BOOK 2013, PAGE 502 OF OFFICIAL RECORDS,

WHICH WOULD PASS BY OPERATION OF LAW UPON A CONVEYANCE OF SAID LAND.

PARCEL 2:

LOTS 9, 10, 11 AND 12 IN BLOCK D OF THE WALGROVE TRACT AS PER MAP RECORDED IN BOOK 4, PAGE 85 OF MISCELLANEOUS MAPS, IN THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF THE ALLEY VACATED BY THAT CERTAIN RESOLUTION NO. 699 RECORDED MARCH 28, 1931 IN BOOK 470, PAGE 141 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND.



PARCEL 3:

THE NORTH 240 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE WEST ALONG THE QUARTER SECTION LINE APPROXIMATELY 330 FEET TO THE NORTHWEST CORNER OF THE EAST 100 ACRES OF SAID QUARTER SECTION;

THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 100 ACRES APPROXIMATELY 1320 FEET TO THE CENTER OF SAID TRACT LINE;

THENCE EAST APPROXIMATELY 330 FEET TO THE CENTER OF THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION;

THENCE NORTH ALONG SAID LINE APPROXIMATELY 1320 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE FOLLOWING:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 100 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION 34 AT THE INTERSECTION OF SAID WEST LINE WITH THE CENTERLINE OF EAST MAPLE AVENUE;

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID CENTERLINE OF EAST MAPLE AVENUE,

TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION;

THENCE SOUTHERLY ALONG SAID WEST LINE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF EAST ASH AVENUE;

THENCE WESTERLY ALONG SAID EXTENSION OF SAID CENTERLINE TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 100 ACRES OF SAID QUARTER SECTION;

THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT FROM THE LAND ABOVE DESCRIBED, LOT 1 OF TRACT NO. 587 AS PER MAP THEREOF RECORDED IN BOOK 21, PAGE 48 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

ALSO EXCEPT A STRIP OF LAND OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF HARVARD AVENUE (44 FEET IN WIDTH) DISTANT

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THEREON NORTH 0° 17' 00" WEST 14.00 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE OF HARVARD AVENUE WITH THE SOUTHERLY BOUNDARY OF THE CITY OF FULLERTON, SAID INTERSECTION BEING DISTANT ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 89° 30' 20" WEST 2.2 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, AD RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID WESTERLY LINE OF HARVARD AVENUE NORTH 0° 07' 00" WEST 86.00 FEET;

THENCE PARALLEL TO SAID SOUTHERLY BOUNDARY SOUTH 89° 30' 20" WEST 6.00 FEET;

THENCE PARALLEL TO SAID WESTERLY LINE OF HARVARD AVENUE SOUTH 0° 17' 00" EAST 86.00 FEET;

THENCE PARALLEL TO SAID SOUTHERLY BOUNDARY NORTH 89° 30' 20" EAST, 6.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF FULLERTON, A MUNICIPAL CORPORATION AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT FILED JULY 24, 1946 AS INSTRUMENT NO. 13961 OF TORRENS.

ALSO, TOGETHER WITH THAT PORTION OF THE SOUTH ONE HALF OF EAST ASH AVENUE, VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 1172 RECORDED IN BOOK 2013, PAGE 502 OF OFFICIAL

RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON AND CONVEYANCE OF SAID LAND.

APN(s): 033-054-12; 033-066-29

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Nicolas Junior High School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THE EAST 100 ACRES OF THE SOUTHEAST QUARTER OF SECTION THIRTY-TWO, TOWNSHIP THREE SOUTH, RANGE TEN WEST, S. B. B. & M.

EXCEPTING THEREFROM THE EAST 200 FEET OF THE NORTH 110 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF FULLERTON, A MUNICIPAL CORPORATION, AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 8, 1955 IN BOOK 3166, PAGE 342, OF OFFICIAL RECORDS.

APN: 072-170-16



Orangethorpe Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT IN THE NORTH BOUNDARY LINE OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, 541 FEET DUE EAST OF THE NORTHWEST CORNER OF SAID SECTION;

THENCE ALONG THE SAID NORTH BOUNDARY LINE EASTERLY 208.8 FEET TO A POINT;

THENCE SOUTHERLY 343.2 FEET TO A POINT;

THENCE WESTERLY PARALLEL TO SAID NORTHERN BOUNDARY LINE 208.8 FEET TO A POINT;

THENCE NORTHERLY PARALLEL TO THE EAST BOUNDARY LINE OF THIS TRACT, AND THE WEST BOUNDARY LINE OF SAID SECTION 5, 343.2 FEET TO THE POINT OF BEGINNING ON THE NORTH BOUNDARY LINE OF SAID SECTION 5.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CHRISTIAN MISSIONARY SOCIETY OF SOUTHERN CALIFORNIA, A CORPORATION, AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED IN BOOK 2630, PAGE 64 OF OFFICIAL RECORDS.

PARCEL 2:

COMMENCING AT A POINT 4.09 CHAINS EAST OF THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE SOUTH 5.20 CHAINS;

THENCE EAST 4.11 CHAINS;

THENCE NORTH 5.20 CHAINS;

THENCE WEST 4.11 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CHRISTIAN MISSIONARY SOCIETY OF

SOUTHERN CALIFORNIA, A CORPORATION, SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED IN BOOK 2630, PAGE 64 OF OFFICIAL RECORDS.

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PARCEL 3:

BEGINNING AT A POINT IN THE WEST LINE OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, DISTANT SOUTHERLY 343.20 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5;

RUNNING THENCE FROM SAID POINT OF BEGINNING EASTERLY, PARALLEL TO THE NORTH LINE OF SAID SECTION, 748.00 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL TO THE WEST LINE OF SAID SECTION 335.00 FEET TO A POINT;

THENCE WESTERLY, PARALLEL TO SAID NORTH LINE, 748.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 5;

THENCE NORTHERLY ALONG SAID WEST LINE, 335.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, DISTANT THEREON 343.2 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID SECTION;

AND RUNNING THENCE EASTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION, 748 FEET;

THENCE SOUTHERLY, PARALLEL WITH THE WESTERLY LINE OF SAID SECTION, 574 FEET;

THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 80 FEET;

THENCE SOUTHERLY, PARALLEL WITH THE WESTERLY LINE OF SAID SECTION, 44.8 FEET;

THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION, 668 FEET TO THE WESTERLY LINE OF SAID SECTION;

THENCE NORTHERLY ALONG THE WESTERLY LINE 618.8 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING AT A POINT IN THE WEST LINE OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, DISTANT SOUTHERLY 343.20 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5;

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RUNNING THENCE FROM SAID POINT OF BEGINNING EASTERLY, PARALLEL TO THE NORTH LINE OF SAID SECTION 748.00 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL TO THE WEST LINE OF SAID SECTION, 335.00 FEET TO A POINT;

THENCE WESTERLY, PARALLEL TO SAID NORTH LINE, 348 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 5;

THENCE NORTHERLY ALONG SAID WEST LINE 335.00 FEET TO THE POINT OF BEGINNING.

APN(s): 072-271-14

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Pacific Drive Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 27 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOT 27 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF FULLERTON, ADOPTED JULY 19, 1927, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 0° 11' 24" EAST 613.88 FEET ALONG THE WESTERLY LINE OF SAID LOT 27 TO THE SOUTHERLY LINE OF THE FULLERTON CREEK DRAINAGE CHANNEL AS DESCRIBED IN DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED FEBRUARY 25, 1941 IN BOOK 1079, PAGE 366, OF OFFICIAL RECORDS; THENCE SOUTH 89° 46' 06" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 674.15 FEET TO A POINT THAT IS DISTANT NORTH 89° 46' 06" WEST 32.43 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF SAID LOT 27; THENCE SOUTH 0° 11' 24" WEST 647.65 FEET TO THE SOUTHERLY LINE OF SAID ABANDONED PORTION OF WEST VALENCIA DRIVE; THENCE NORTH 89° 30' 51" WEST 674.16 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 27; THENCE NORTH 0° 11' 24" EAST 30.78 FEET TO THE POINT OF BEGINNING.

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Parks Junior High School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 10 WEST, S.B.M., IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, DISTANT THEREON NORTH 89° 17' 40" EAST 2115.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 0° 42' 20" WEST 381.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 39° 30' 00" EAST 568.00 FEET; THENCE NORTH 65° 30' 00" EAST 253.96 FEET; THENCE NORTH 24° 30' 00" WEST 401.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 400 FEET; THENCE NORTHERLY 188.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 00' 00"; THENCE NORTH 2° 30' 00" EAST TANGENT TO SAID CURVE 110.00 FEET; THENCE NORTH 87° 30' 00" WEST 820.00 FEET; THENCE SOUTH 2° 30' 00" WEST 260.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY 1110.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 00' 00" TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE HEREIN SPECIFIED AND INCLUDING ALL FISSIONABLE MATERIALS WITHIN OR THAT MAY BE PRODUCED OR EXTRACTED OR TAKEN FROM SAID LAND LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE THEREOF, AS RESERVED IN THE DEEDS FROM STANDARD OIL COMPANY OF CALIFORNIA, RECORDED JUNE 2, 1961 IN BOOK 5742, PAGE 975, OF OFFICIAL RECORDS, AND IN BOOK 5742, PAGE 979, OF OFFICIAL RECORDS.

APN: 287-151-01

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Raymond Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 10 WEST, S. B. B. & M., DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION, 837.70 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO W. S. FRIDD ET UX., BY DEED RECORDED OCTOBER 18, 1918 IN BOOK 312, PAGE 338, OF DEEDS; THENCE ENTERING SAID SECTION, WESTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE THEREOF, AND ALONG THE SOUTH LINE OF SAID FRIDD LAND, 520 FEET TO A POINT IN THE EASTERLY LINE OF THAT PARCEL OF LAND SHOWN IN CERTIFICATE OF TITLE NO. 664, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID ORANGE COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND PARALLEL WITH THE EASTERLY LINE OF SAID SECTION, 837.70 FEET, MORE OR LESS, TO SAID SOUTHERLY LINE OF SAID SECTION; THENCE EASTERLY, ALONG SAID SOUTHERLY LINE, 520.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 251.31 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTHERLY 100.00 FEET OF THE EASTERLY 163.00 FEET THEREOF.

APN: 283-221-03

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Richman Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 10 WEST OF THE SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, 634.50 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE WEST 1328 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG SAID WEST LINE 207 FEET TO A POINT; THENCE EAST 1328 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33; THENCE NORTH, ALONG SAID EAST LINE 207 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 147 FEET OF THE EASTERLY 335. FEET.”

PARCEL 2:

ALL THAT PORTION OF THE NW 1/4 OF SE 1/4, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 10 WEST, RANCHO SAN JUAN CAJON DE SANTA ANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, SECTION 33, SOUTH 0° 38’ 30” WEST 841.50 FEET FROM THE NE CORNER THEREOF AND RUNNING THENCE SOUTH 89° 59’ 20” WEST, 1328.82 FEET MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID NW 1/4 OF THE SE 1/4 OF SECTION 33; THENCE SOUTH 0° 38’ 10” WEST ALONG SAID WEST LINE, 323.50 FEET TO A POINT; THENCE NORTH 89° 59’ 20” EAST, 1328.72 FEET; MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, SECTION 33, THENCE NORTH 0° 38’ 30” EAST ALONG SAID EAST LINE, 323.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 365. FEET.”

PARCEL 3:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 10 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 SOUTH 0° 38' 30" WEST, 1165.00 FEET FROM THE NORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH 89° 59' 20" WEST, 1328.72 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 0° 38' 10" WEST, ALONG SAID WEST LINE, 154.90 FEET TO A POINT; THENCE SOUTH 89° 59' EAST, 1328.67 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 0° 38' 30" EAST ALONG SAID EAST LINE 155.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 365.00 FEET THEREOF".

APN: 032-190-10

E24839DE-BF51-4D80-AD9E-D61C997136A1 --- 2020/06/17 13:28:50 -5:00 --- Remote Notary



Rolling Hills Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND DESCRIBED IN THE DEED TO SUNNY HOMES, INC., RECORDED ON DECEMBER 31, 1958 IN BOOK 4532, PAGE(S) 285, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, SAID POINT BEING NORTH 88° 42' 34" EAST 1856.97 FEET ALONG THE NORTH LINE OF SAID SECTION 23 FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 13° 20' 50" EAST 245.79 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LAND OF SUNNY HOMES, INC.; THENCE SOUTH 1° 17' 50" EAST 483.35 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 42° 35' 20" EAST 78.43 FEET ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF LAND DESCRIBED IN THE DEED TO ERIC E. STANDERS AND WIFE, RECORDED NOVEMBER 9, 1954 IN BOOK 2864, PAGE(S) 194, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE SOUTH 82° 15' 52" WEST 568.72 FEET ALONG THE NORTHERLY LINE OF SAID LAND OF SANDERS, THE NORTHERLY LINE OF LAND DESCRIBED IN THE DEED TO KELLARD F. DOHNER AND WIFE, RECORDED APRIL 28, 1954 IN BOOK 2717, PAGE 449, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, AND THE NORTHERLY LINE OF LAND DESCRIBED IN THE DEED TO HERMAN V. ZIEMER AND WIFE, RECORDED APRIL 27, 1954 IN BOOK 2716, PAGE(S) 540, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 1° 17' 26" WEST, 846.48 FEET TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 88° 42' 34" EAST 461.97 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM FOR A PERIOD OF 30 YEARS FROM AND AFTER 12 1935 ALL PETROLEUM GAS AND OTHER MINERALS WITHIN OR UNDERLYING SAID LAND, AS RESERVED IN THE DEED FROM ASSOCIATED OIL COMPANY, TO MARIA O. BASTANCHARY, RECORDED APRIL 29, 1935 IN BOOK 744, PAGE(S) 476, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY;

BY AGREEMENT DATED NOVEMBER 1, 1958 AND RECORDED APRIL 6, 1959 IN BOOK 4658, PAGE(S) 447, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, TIDEWATER OIL COMPANY, A CORPORATION, SUCCESSORS IN INTEREST TO ASSOCIATED OIL COMPANY, QUITCLAIMED THE SURFACE DOWN TO A DEPTH OF 500 FEET;

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ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED AND/OR GRANTED IN THE DOCUMENT(S) RECORDED DECEMBER 31, 1958 IN BOOK 4532, PAGE(S) 285, OF OFFICIAL RECORDS.

APN: 284-131-01

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Sunset Lane Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTIONS 19 AND 20, TOWNSHIP 3 SOUTH, RANGE 10 WEST, S. B. M. AS SHOWN ON A MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF FULLERTON, IN SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 20 WITH A LINE PARALLEL WITH AND DISTANT NORTHERLY 969.50 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 20 AND RUNNING THENCE NORTH 89° 17' 40" EAST ALONG SAID PARALLEL LINE 370.53 FEET; THENCE NORTH 18° 17' 40" EAST 459.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 610 FEET; THENCE NORTHERLY 122.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 29' 40"; THENCE NORTH 6° 48' 00" EAST, TANGENT TO SAID CURVE 119.55 FEET; THENCE NORTH 83° 12' 00" WEST 97.05 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 365 FEET; THENCE WESTERLY 203.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 00' 00"; THENCE SOUTH 64° 48' 00" WEST TANGENT TO SAID CURVE 270.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 665.00 FEET; THENCE WESTERLY 284.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 29' 40"; THENCE SOUTH 0° 42' 20" EAST 483.50 FEET TO ABOVE DESCRIBED PARALLEL LINE; THENCE NORTH 89° 17' 40" EAST ALONG SAID PARALLEL LINE 252.74 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL OTHER MINERALS WHETHER SIMILAR OR DISSIMILAR TO THOSE HEREIN SPECIFIED AND INCLUDING ALL FISSIONABLE MATERIALS WITHIN OR THAT MAY BE PRODUCED OR EXTRACTED OR TAKEN FROM SAID LAND LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE THEREOF, AS RESERVED IN THE DEEDS FROM STANDARD OIL COMPANY OF CALIFORNIA, RECORDED JUNE 2, 1961 IN BOOK 5742, PAGE 970, OF OFFICIAL RECORDS, AND IN BOOK 5742, PAGE 975, OF OFFICIAL RECORDS.

APN: 288-073-02

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Valencia Park Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL EXCEPT THE EAST 211.83 FEET OF LOT 19 OF STERN AND NICHOLAS' SUBDIVISION, OF PARTS OF NORTH HALF OF SECTION 31, AND NORTHWEST QUARTER OF SECTION 32, T. 3 S. R. 10W. S B. M., IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF SAID TRACT RECORDED IN BOOK 3, AT PAGE 13, OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

APN: 030-101-01



Woodcrest Elementary School

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 880 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THE LAND CONVEYED TO THE CITY OF FULLERTON BY DEED RECORDED AUGUST 18, 1959 IN BOOK 4845, PAGE 386, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, FIFTY PERCENT OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID PROPERTY PROVIDED, HOWEVER, NO RIGHT IS RESERVED TO GRANTOR, ITS SUCCESSORS OR ASSIGNS, TO ENTER ON OR FROM THE SURFACE OF SAID PROPERTY, BUT RESERVING THE RIGHT TO ENTER THE SUBSURFACE OF SAID PROPERTY BELOW THE DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE THEREOF, TO EXPLORE, MINE, PRODUCE AND EXTRACT THE SAME, AS RESERVED BY DEED RECORDED FEBRUARY 14, 1958 IN BOOK 4197, PAGE 94, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 073-051-02



EXHIBIT B
EXCLUSIVE EASEMENT AREAS

That portion of each Property where the following equipment is located (as legally described and depicted on the following pages):

Solar Modules
Inverter Enclosures
Carport and Shade Structures
Combiner Box
Conduit, both above and below ground
Disconnects boxes and switches
Carport Lighting
Security Cameras
Data Acquisition Systems



ACACIA ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 283-031-01

APN 283-032-01

APN 283-081-17

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 26 AND RUNNING THENCE NORTH 0° 21' 29" WEST, ALONG THE WEST OF SAID NORTHEAST QUARTER, 425.81 FEET TO A POINT; THENCE SOUTH 89° 56' 09" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 613.80 FEET TO A POINT IN THE EAST LINE OF THE LAND FIRST DESCRIBED IN THE DEED TO EDWARD ATHERTON RECORDED OCTOBER 10, 1902, IN BOOK 80, PAGE 47 OF DEEDS; THENCE, SOUTH 0° 21' 29" EAST, ALONG SAID EAST LINE AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, 425.81 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE, NORTH 89° 56' 09" WEST, ALONG SAID SOUTH LINE, 613.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 26 BEARS SOUTH 60°00'13" WEST 456.80 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 6 COURSES:

1. NORTH 00°00'00" EAST 77.03 FEET;
2. THENCE SOUTH 90°00'00" WEST 114.36 FEET;
3. THENCE NORTH 00°00'00" EAST 89.84 FEET;
4. THENCE NORTH 90°00'00" EAST 265.37 FEET;
5. THENCE SOUTH 00°00'00" EAST 166.87 FEET;
6. THENCE SOUTH 90°00'00" WEST 151.01 FEET TO THE SAID **POINT OF BEGINNING**.

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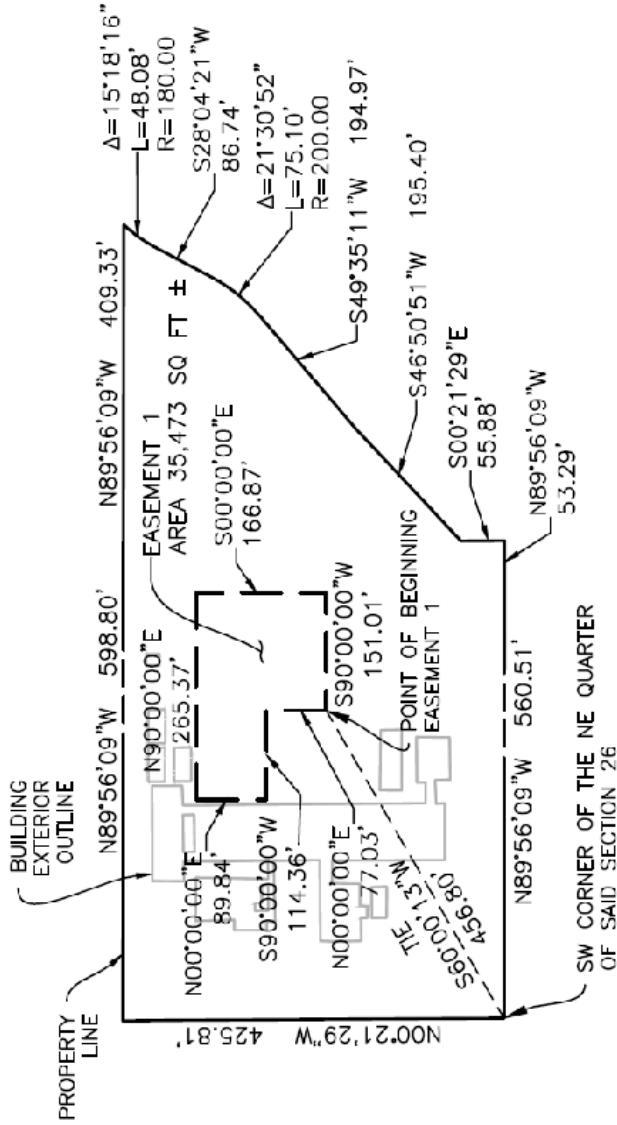
CONTAINING 35,473 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

JD Survey, Inc.

DATE:	03/18/2019
DRAWN BY:	DB
CHECKED BY:	DB
SCALE:	1"=200'
SHEET:	1 OF 1

ACACIA ELEMENTARY SCHOOL
 APN 283-031-01
 APN 283-032-01
 APN 283-081-17

ACACIA ES EXHIBIT B.dwg



BEECHWOOD ELEMENTARY SCHOOL

**SOLAR SYSTEM EASEMENT
APN 293-241-06**

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY, RECORDED FEBRUARY 16, 1951 IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS; THENCE SOUTH 88° 44' 20" WEST 317.21 FEET ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED TO A LINE PARALLEL WITH AND EASTERLY 14.00 FEET FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 0° 50' 18" WEST 1020.12 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE LAND DESCRIBED IN SAID ABOVE MENTIONED DEED; THENCE NORTH 88° 49' 19" EAST 317.19 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE NORTH 0° 50' 18" EAST 1020.58 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY RECORDED IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER BEING DISTANT N. 88° 44' 20" E. ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 331.22 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, THENCE S. 0° 50' 18" W. ALONG THE EAST LINE OF THE LAND DESCRIBED IN SAID DEED 1020.58 FEET TO THE SOUTHEAST CORNER OF SAID LAND; THENCE N. 88° 49' 19" E. ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LAND DESCRIBED IN SAID DEED 109.95 FEET; THENCE N. 0° 50' 18" E. PARALLEL WITH SAID EAST LINE 1020.75 FEET TO THE NORTH LINE OF SAID SECTION; THENCE, S. 88° 44' 20" W. ALONG SAID NORTH LINE 109.95 FEET TO THE POINT OF BEGINNING; CONTAINING 2.5747 ACRES, MORE OR LESS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHEAST CORNER OF SAID LAND DESCRIBED IN THE DEED TO CONTINENTAL MAUSOLEUM COMPANY, RECORDED

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FEBRUARY 16, 1951 IN BOOK 2145, PAGE 221, OF OFFICIAL RECORDS, BEARS NORTH 13°37'34" EAST 212.74 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 8 COURSES:

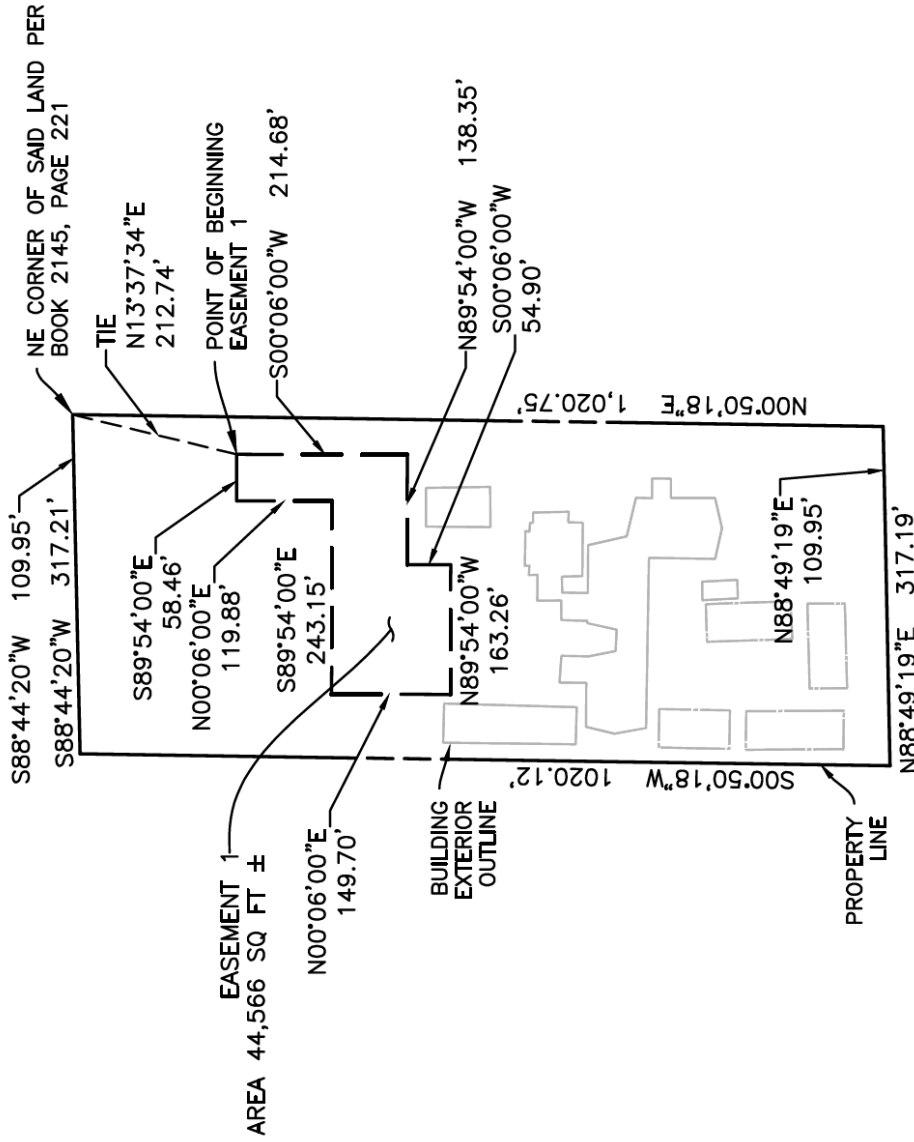
1. SOUTH 00°06'00" WEST 214.68 FEET;
2. THENCE NORTH 89°54'00" WEST 138.35 FEET;
3. THENCE SOUTH 00°06'00" WEST 54.90 FEET;
4. THENCE NORTH 89°54'00" WEST 163.26 FEET;
5. THENCE NORTH 00°06'00" EAST 149.70 FEET;
6. THENCE SOUTH 89°54'00" EAST 243.15 FEET;
7. THENCE NORTH 00°06'00" EAST 119.88 FEET;
8. THENCE SOUTH 89°54'00" EAST 58.46 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 44,566 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.




EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD


 PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

BEECHWOOD ELEMENTARY SCHOOL

APN 293-241-06

DATE:	03/18/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=200'
SHEET	1 OF 1



COMMONWEALTH ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 269-071-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, BEARS SOUTH 05°48'20" EAST 535.68 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'00" EAST 58.46 FEET;
2. THENCE NORTH 90°00'00" EAST 199.97 FEET;
3. THENCE SOUTH 00°00'00" EAST 58.46 FEET;
4. THENCE SOUTH 90°00'00" WEST 199.97 FEET TO THE SAID **POINT OF**

BEGINNING.

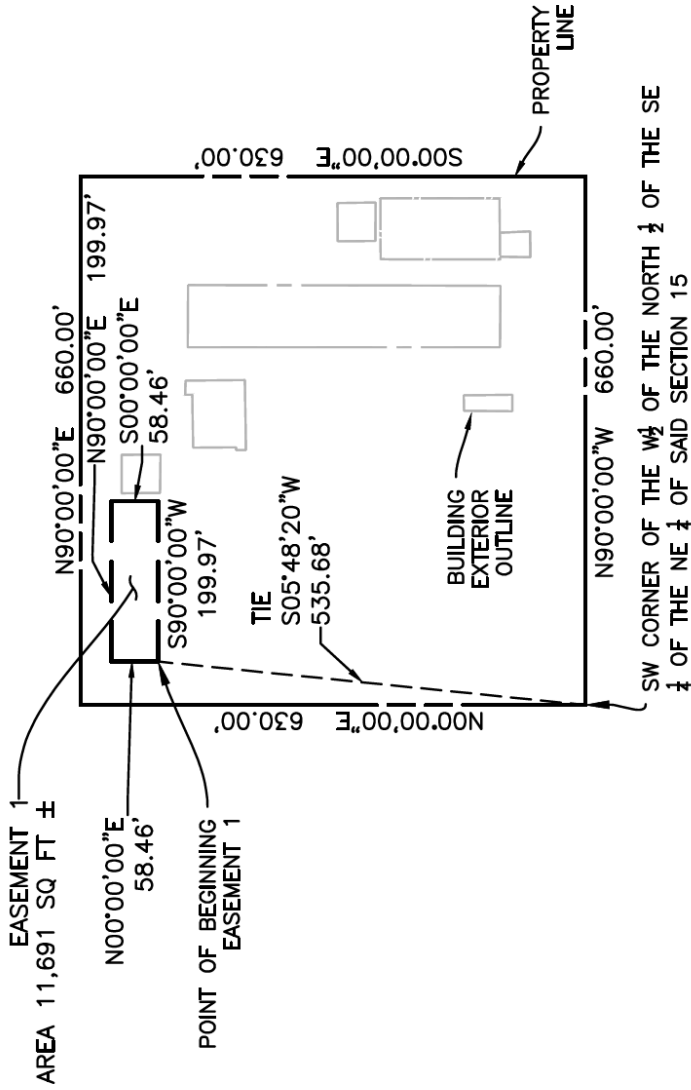
CONTAINING 11,691 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

E24839DE-BF51-4D80-AD9E-D61C997136A1 --- 2020/06/17 13:28:50 -5:00 --- Remote Notary



EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

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 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

JD
Survey, Inc.

COMMONWEALTH ELEMENTARY SCHOOL

APN 269-071-01

DATE: 03/18/2019
DRAWN BY: DB
CHECKED BY: SG
SCALE: 1"=200'
SHEET 1 OF 1



DISTRICT OFFICE

SOLAR SYSTEM EASEMENT

APN 030-290-17

APN 030-290-24

EASEMENT 3

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF LOTS 27 AND 28 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOTS 27 AND 28 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF FULLERTON, ADOPTED JULY 19, 1927, SAID ABANDONED PORTION OF WEST VALENCIA DRIVE, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 28, BEARS SOUTH 70°44'06" EAST 371.18 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 4 COURSES:

1. NORTH 90°00'00" WEST 164.05 FEET;
2. THENCE NORTH 00°00'00" EAST 243.41 FEET;
3. THENCE NORTH 90°00'00" EAST 164.05 FEET;
4. THENCE SOUTH 00°00'00" EAST 243.41 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 39,932 SQUARE FEET, MORE OR LESS.

EASEMENT 4

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF LOTS 27 AND 28 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOTS 27 AND 28 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF FULLERTON, ADOPTED JULY 19, 1927, SAID ABANDONED PORTION

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OF WEST VALENCIA DRIVE, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 28, BEARS SOUTH 18°32'53" EAST 171.68 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 6 COURSES:

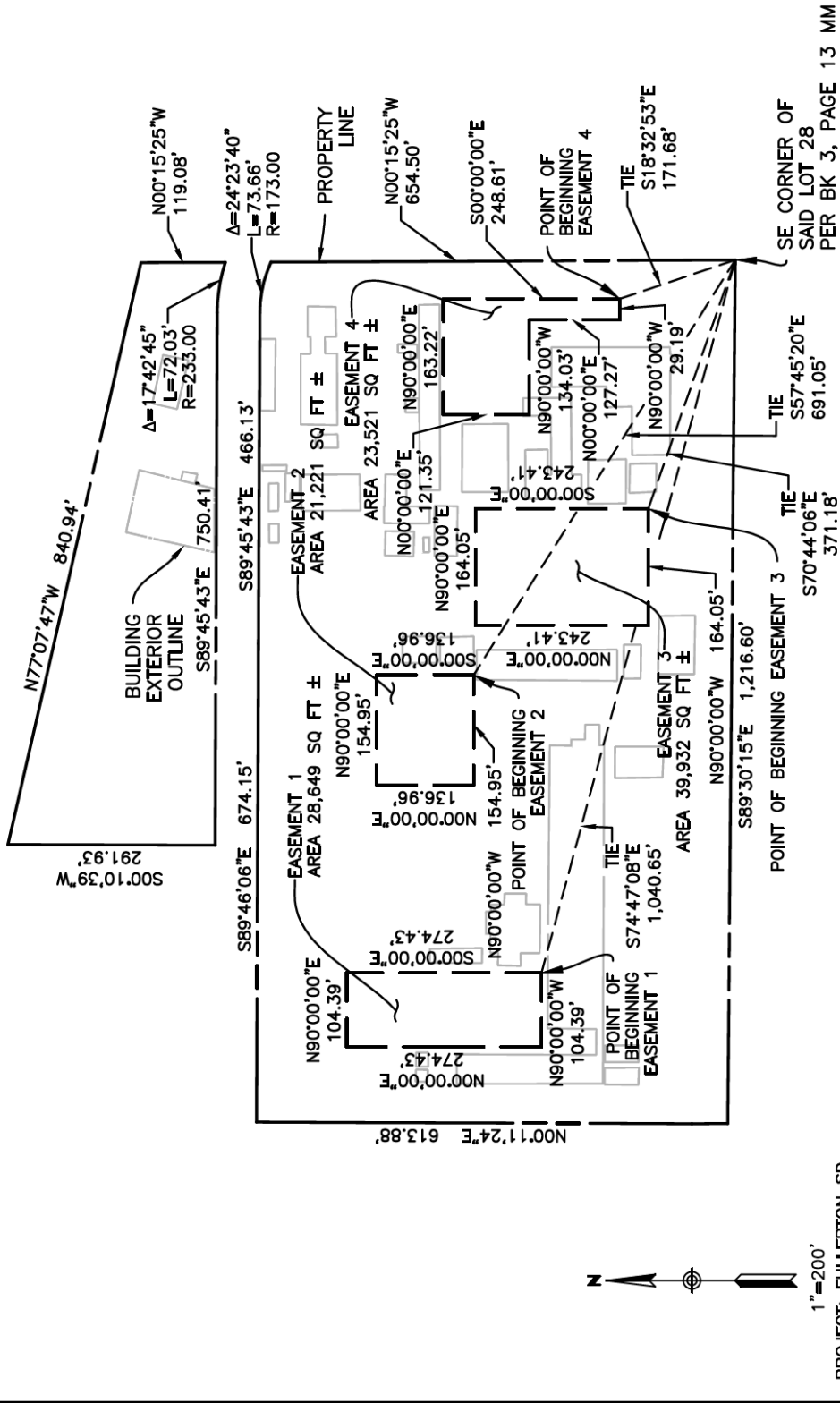
1. NORTH 90°00'00" WEST 29.19 FEET;
2. THENCE NORTH 00°00'00" EAST 127.27 FEET;
3. THENCE NORTH 90°00'00" WEST 134.03 FEET;
4. THENCE NORTH 00°00'00" EAST 121.35 FEET;
5. THENCE NORTH 90°00'00" EAST 163.22 FEET;
6. THENCE SOUTH 00°00'00" EAST 248.61 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 23,521 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



EXHIBIT 'B'



DATE: 03/19/2019
 DRAWN BY: DB
 CHECKED BY: SG
 SCALE: 1"=200'
 SHEET 1 OF 1

**DISTRICT OFFICE AND
 PACIFIC DRIVE ELEMENTARY SCHOOL**
 APN 030-290-17
 APN 030-290-24

PROJECT: FULLERTON SD
 1"=200'
 PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com
JD Survey, Inc.



FERN ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 281-151-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF FERN DRIVE, 60.00 FEET WIDE, AS SHOWN ON A MAP OF TRACT NO. 218, RECORDED IN BOOK 13, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING ON THE WEST BOUNDARY LINE OF SAID TRACT NO. 218 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29. SAID POINT ALSO BEING THE BEGINNING OF A CURVE TANGENT TO SAID CENTER LINE OF FERN DRIVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 188.07 FEET AND A LENGTH OF 183.81 FEET; THENCE FROM SAID POINT OF BEGINNING AND ENTERING SAID SOUTHWEST QUARTER OF SECTION 29, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.81 FEET; THENCE TANGENT TO SAID CURVE SOUTH 33° 36' WEST 178.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000.00 FEET AND A LENGTH OF 436.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 436.33 FEET; THENCE TANGENT TO SAID CURVE SOUTH 58° 36' WEST 114.43 FEET; THENCE SOUTH 0° 25' EAST 181.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET AND A LENGTH OF 167.55 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.55 FEET TO A POINT, A RADIAL LINE THROUGH SAID POINT BEARING SOUTH 42° 25' EAST; THENCE SOUTH 42° 25' EAST 30.00 FEET TO A POINT, SAID POINT BEING DISTANT NORTH 80° 25' WEST 725.00 FEET FROM THE SOUTHWEST CORNER OF LOT 55 OF SAID TRACT NO. 218; THENCE SOUTH 89° 23' EAST 694.10 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 20.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES TO SAID WEST BOUNDARY LINE OF TRACT NO. 218; THENCE PARALLEL WITH SAID WEST BOUNDARY LINE SOUTH 0° 25' EAST 503.58 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF PARCEL NO. 2, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 7, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID NORTHERLY LINE OF PARCEL NO. 2, NORTH 89° 35' EAST 20.00 FEET TO A POINT ON SAID WESTERLY LINE OF TRACT NO. 218, SAID POINT BEING DISTANT SOUTH 0° 25' EAST 390.22 FEET FROM THE SOUTHWEST CORNER OF LOT 55 OF SAID TRACT NO. 218; THENCE ALONG SAID WESTERLY BOUNDARY LINE OF TRACT NO. 218 AND THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, NORTH 0° 25' WEST 1455.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SITUATED IN ORANGE

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COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE POINT OF BEGINNING OF SAID LAND, BEARS NORTH 03°05'17" EAST 705.08 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 4 COURSES:

1. SOUTH 00°27'16" EAST 107.15 FEET;
2. THENCE SOUTH 89°32'44" WEST 146.58 FEET;
3. THENCE NORTH 00°27'16" WEST 107.15 FEET;
4. THENCE NORTH 89°32'44" EAST 146.58 FEET TO THE SAID POINT OF BEGINNING.

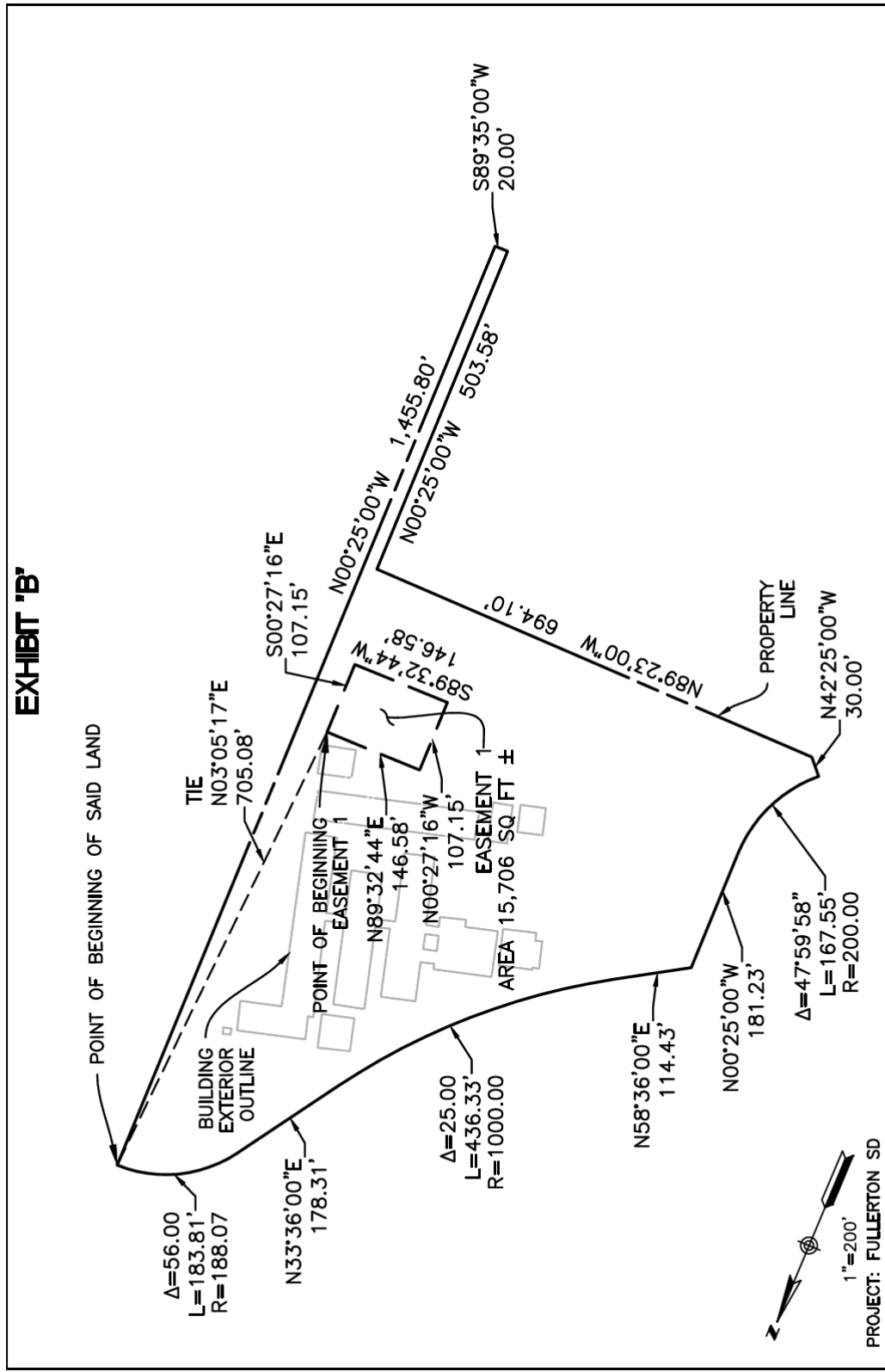
CONTAINING 15,706 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



DATE: 03/18/2019
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CHECKED BY: SG
SCALE: 1"=200'
SHEET 1 OF 1

FERN DRIVE ELEMENTARY SCHOOL

APN 281-151-01

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Orangevale, CA 95662
Ph. 916.627.5911
jd-survey.com



FERN DRIVE ES EXHIBIT B.dwg



FISLER ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 280-312-04

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF LOT 12 OF TRACT NO. 15994, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 818, PAGES 1 THROUGH 10, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHEAST CORNER OF SAID LOT 12, BEARS SOUTH 80°16'31" EAST 432.74 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. SOUTH 16°30'00" WEST 217.40 FEET;
2. THENCE NORTH 73°33'25" WEST 165.00 FEET;
3. THENCE NORTH 16°30'00" EAST 217.40 FEET;
4. THENCE SOUTH 73°33'25" EAST 165.00 FEET TO THE SAID **POINT OF BEGINNING**.

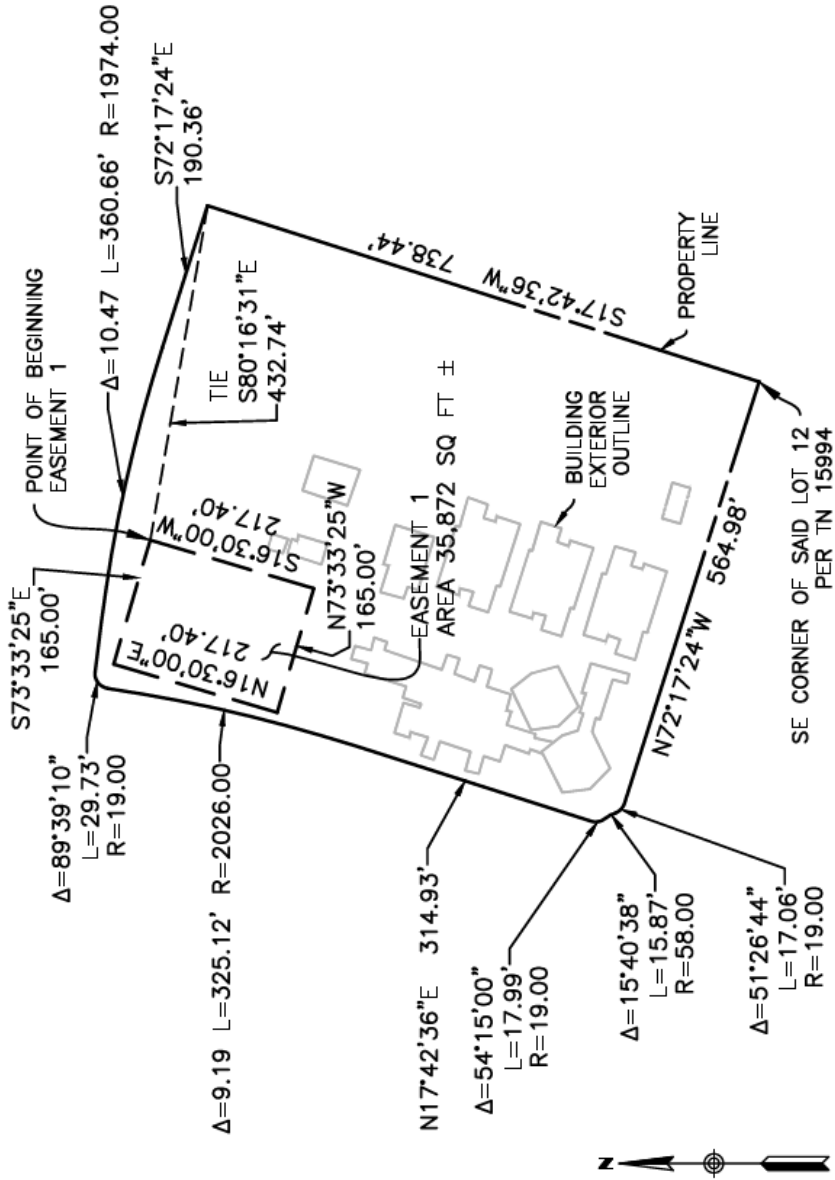
CONTAINING 35,872 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

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FISLER ELEMENTARY SCHOOL

APN 280-312-04

DATE:	03/20/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=200'
SHEET	1 OF 1



GOLDEN HILL ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 031-200-45

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF LOT 67 OF TRACT NO. 1295, IN THE CITY OF FULLERTON, COUNT OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 40, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 67, BEARS SOUTH 32°50'28" EAST 307.34 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. SOUTH 81°00'00" WEST 58.46 FEET;
2. THENCE NORTH 09°00'00" WEST 193.30 FEET;
3. THENCE NORTH 81°00'00" EAST 58.46 FEET;
4. THENCE SOUTH 09°00'00" EAST 193.30 FEET TO THE SAID **POINT OF**

BEGINNING.

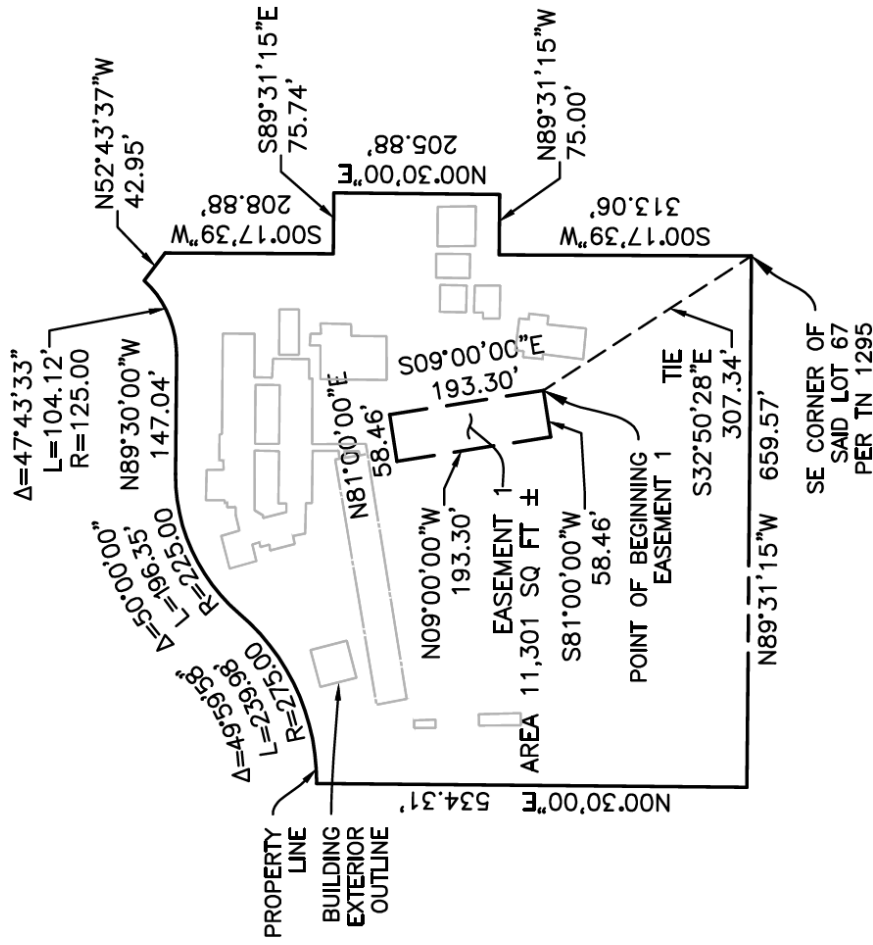
CONTAINING 11,301 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

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GOLDEN HILLS ELEMENTARY SCHOOL

APN 031-200-45

DATE: 03/20/2019
DRAWN BY: DB
CHECKED BY: SG
SCALE: 1"=200'
SHEET 1 OF 1



HERMOSA DRIVE ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 293-281-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 15 AND THE EAST ONE-HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 16, DISTANT THEREON NORTH 0° 53' 10" EAST 21.40 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16; THENCE NORTH 86° 21' WEST 31.79 FEET; THENCE NORTH 84° 30' 20" WEST 199.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 3' 20", A DISTANCE OF 209.80 FEET; THENCE TANGENT TO SAID CURVE SOUTH 63° 26' 20" WEST 143.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 46' 37", A DISTANCE OF 56.08 FEET TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE LOS ANGELES AND SALT LAKE RAILROAD 60 FEET WIDE; THENCE SOUTH 9° 51' 25" WEST 550.63 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 85° 25' EAST 648.50 FEET; THENCE NORTH 29° 43' 49" EAST 188.74 FEET; THENCE NORTH 3° 30' WEST 490.00 FEET TO A POINT IN SAID EASTERLY LINE OF SECTION 16, WHICH POINT IS SOUTH 0° 53' 10" EAST 35.04 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 0° 53' 10" EAST 35.04 FEET TO THE **POINT OF BEGINNING**, AS RECORDED IN BOOK 2987, PAGE 411, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND AS DESCRIBED IN BOOK 2987, PAGE 411 BEARS SOUTH 57°28'28" WEST 561.21 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 27°48'00" WEST 58.46 FEET;
2. THENCE NORTH 62°12'00" EAST 163.26 FEET;

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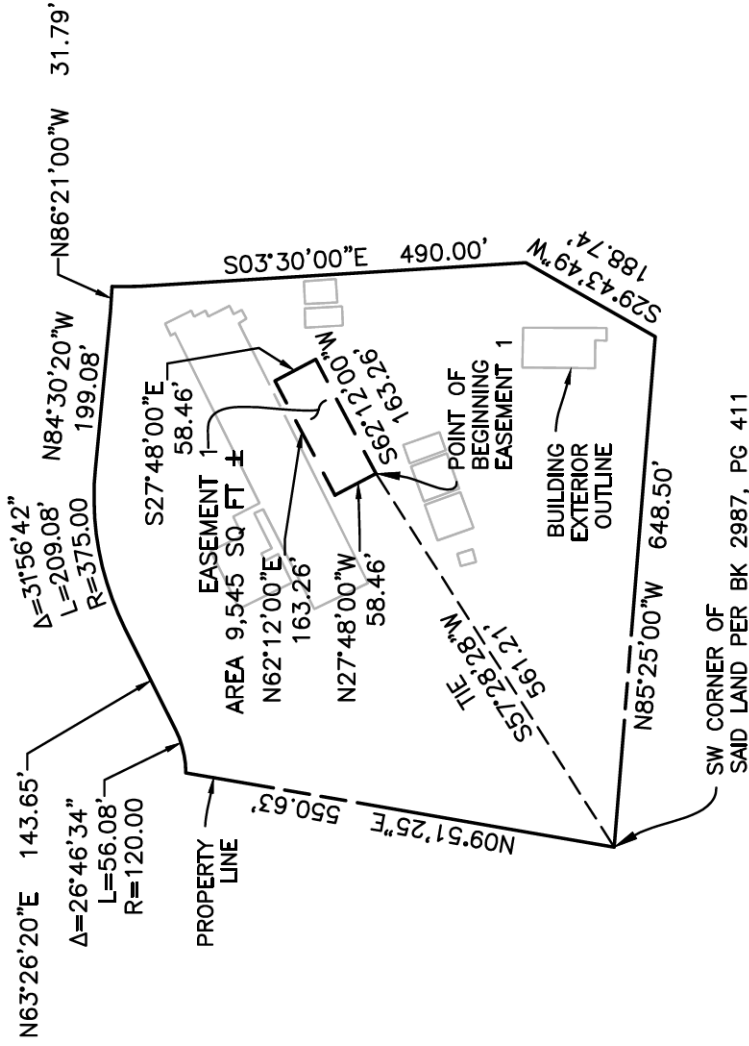
3. THENCE SOUTH 27°48'00" EAST 58.46 FEET;
4. THENCE SOUTH 62°12'00" WEST 163.26 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 9,545 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

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HERMOSA DRIVE ELEMENTARY SCHOOL

APN 293-281-01

DATE:	03/20/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=200'
SHEET	1 OF 1



LADERA VISTA JUNIOR HIGH SCHOOL

SOLAR SYSTEM EASEMENT

APN 269-081-02

APN 269-094-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND BEING THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 EARS SOUTH 41°21'57" EAST 571.42 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 9 COURSES:

1. NORTH 90°00'00" WEST 290.49 FEET;
2. THENCE SOUTH 00°00'00" EAST 188.84 FEET;
3. THENCE NORTH 90°00'00" WEST 69.22 FEET;
4. THENCE NORTH 00°00'00" EAST 197.86 FEET;
5. THENCE NORTH 90°00'00" EAST 27.88 FEET;
6. THENCE NORTH 00°00'00" EAST 100.03 FEET;
7. THENCE NORTH 90°00'00" EAST 305.57 FEET;
8. THENCE SOUTH 74°26'43" EAST 27.26 FEET;
9. THENCE SOUTH 00°00'00" WEST 101.74 FEET TO THE SAID **POINT OF**

BEGINNING.

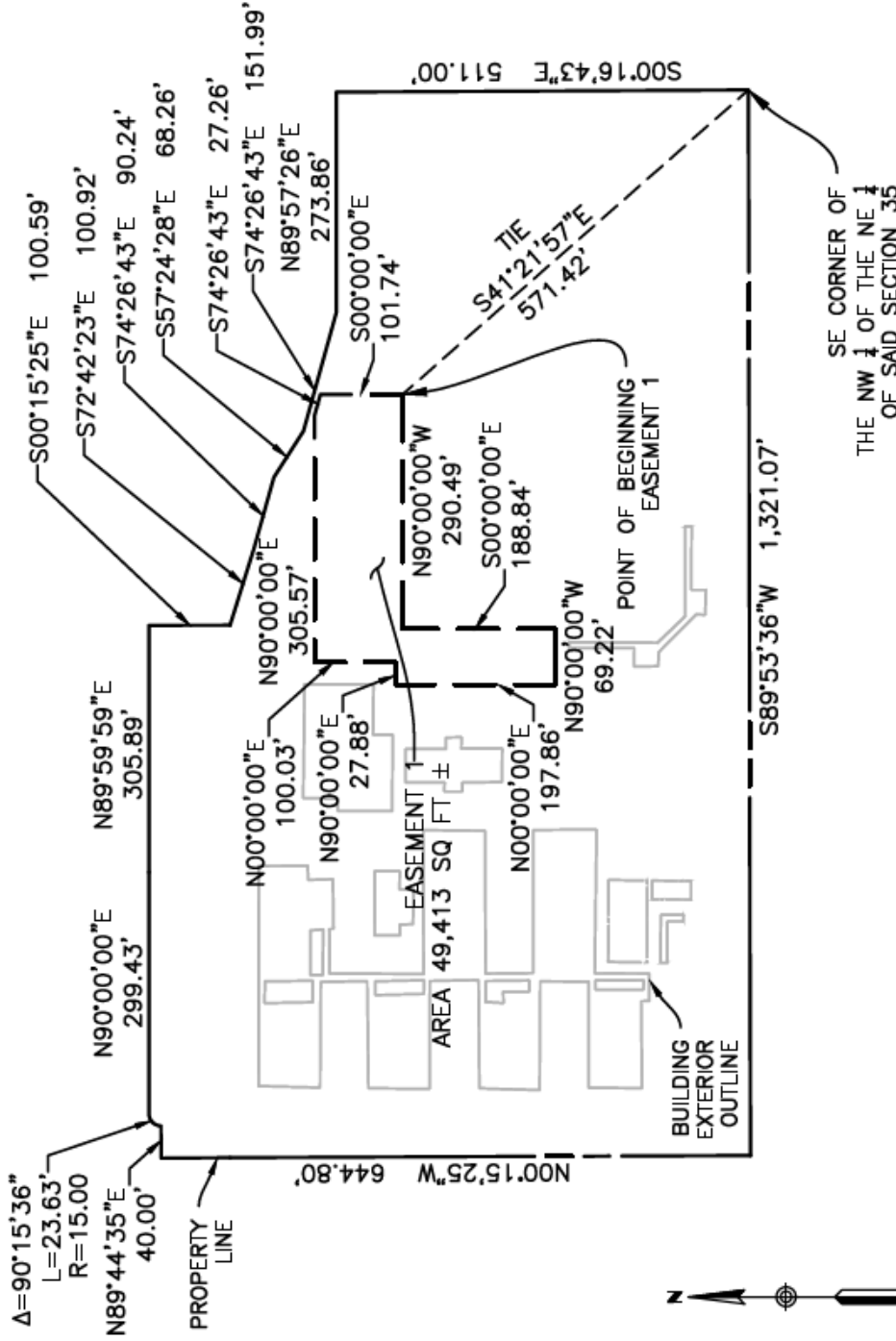
CONTAINING 49,413 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

DATE:	03/20/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=200'
SHEET	1 OF 1

LADERA VISTA JUNIOR HIGH SCHOOL

APN 269-081-02
APN 269-094-01

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Ph. 916.627.5911
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LAGUNA ROAD ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 292-071-02

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND BEING THAT PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SAID SECTION IS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAGUNA ROAD AS SHOWN ON A MAP OF TRACT NO. 2051, RECORDED IN BOOK 69, PAGES 3, 4 AND 5 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THAT CERTAIN 100-FOOT WIDE PACIFIC ELECTRIC RAILWAY RIGHT OF WAY DESCRIBED IN A DEED RECORDED IN BOOK 299, PAGE 1 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH $66^{\circ} 18' 10''$ EAST 44.96 FEET ALONG SAID CENTER LINE TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ} 44' 50''$, A DISTANCE OF 239.53 FEET TO THE BEGINNING OF A TANGENT LINE IN SAID CENTER LINE; THENCE SOUTH $67^{\circ} 57' 00''$ EAST 238.00 FEET ALONG SAID TANGENT LINE; THENCE SOUTH $22^{\circ} 03' 00''$ WEST 205.19 FEET; THENCE SOUTH $7^{\circ} 52' 15''$ EAST 287.93 FEET; THENCE NORTH $70^{\circ} 45' 00''$ WEST 31.00 FEET; THENCE SOUTH $55^{\circ} 40' 00''$ WEST 516.00 FEET; THENCE SOUTH $78^{\circ} 35' 00''$ WEST 98.00 FEET; THENCE NORTH $11^{\circ} 25' 00''$ WEST 20.00 FEET; THENCE NORTH $89^{\circ} 17' 58''$ WEST 98.54 FEET MORE OR

LESS TO SAID EAST LINE OF THE RAILROAD RIGHT OF WAY; THENCE NORTHERLY ALONG SAID EAST LINE TO THE **POINT OF BEGINNING**, AS DESCRIBED IN BOOK 4860, PAGE 203, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH $33^{\circ} 11' 20''$ WEST 130.94 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

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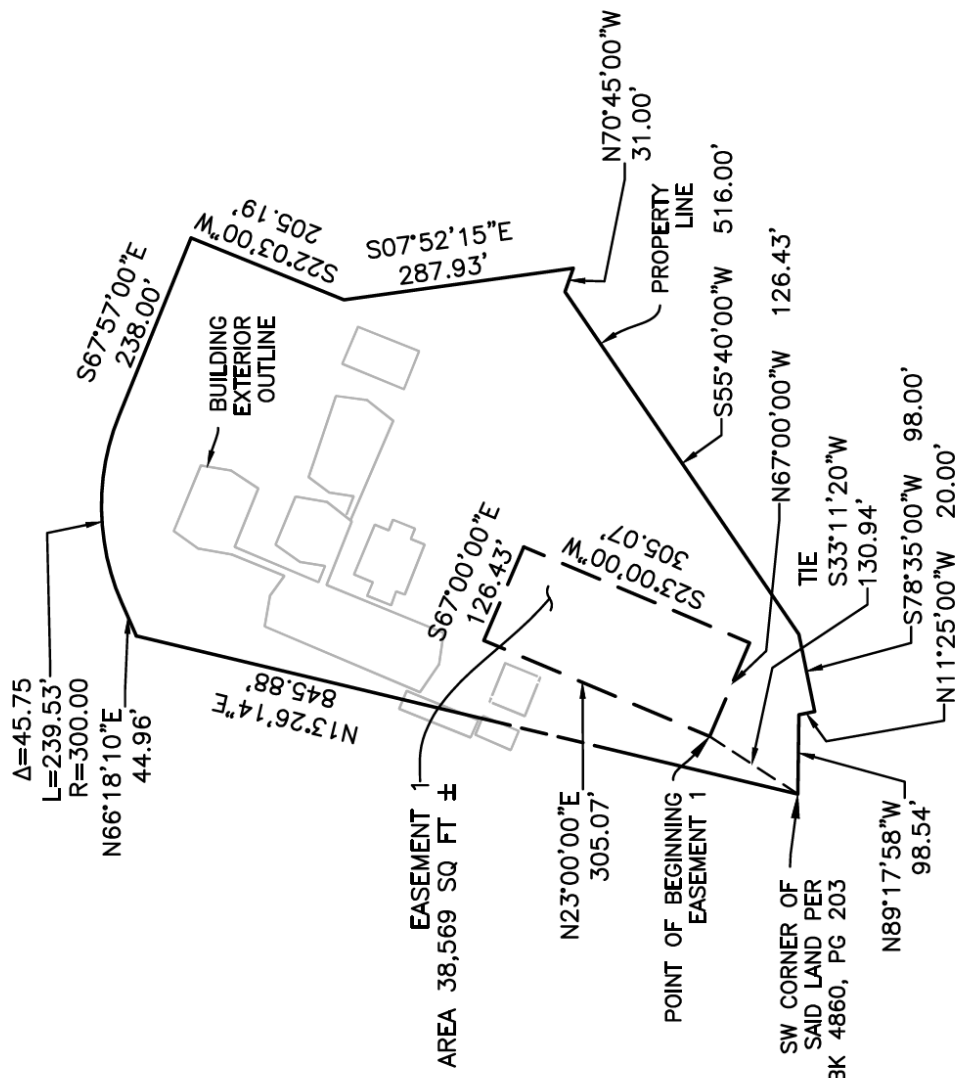
1. NORTH 23°00'00" EAST 305.07 FEET;
2. THENCE SOUTH 67°00'00" EAST 126.43 FEET;
3. THENCE SOUTH 23°00'00" WEST 305.07 FEET;
4. THENCE NORTH 67°00'00" WEST 126.43 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 38,569 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

DATE: 03/22/2019
DRAWN BY: DB
CHECKED BY: SG
SCALE: 1"=200'
SHEET 1 OF 1

LAGUNA ROAD ELEMENTARY SCHOOL

APN 292-071-02

PO Box 1203

 Orangevale, CA 95662

 Ph. 916.627.5911

 jd-survey.com



MAPLE ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 033-054-12

APN 033-066-29

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST ONE HUNDRED ACRES OF THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AT THE INTERSECTION WITH THE CENTERLINE OF EAST MAPLE AVENUE; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE CENTERLINE OF EAST MAPLE AVENUE TO THE POINT ON THE WEST LINE OF THE EAST ONE HALF OF SAID QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF EAST ASH AVENUE; THENCE WEST ALONG SAID EXTENSION OF SAID CENTERLINE TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST ONE HUNDRED ACRES OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

NOTE: SAID PROPERTY IS ALSO SHOWN AS LOT 2 OF TRACT 587 RECORDED IN BOOK 21, PAGE 48 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF THE NORTH ONE HALF OF EAST ASH AVENUE, VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 1172 RECORDED IN BOOK 2013, PAGE 502 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON A CONVEYANCE OF SAID LAND.

PARCEL 2:

LOTS 9, 10, 11 AND 12 IN BLOCK D OF THE WALGROVE TRACT AS PER MAP RECORDED IN BOOK 4, PAGE 85 OF MISCELLANEOUS MAPS, IN THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF THE ALLEY VACATED BY THAT CERTAIN RESOLUTION NO. 699 RECORDED MARCH 28, 1931 IN BOOK 470, PAGE 141 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND.

PARCEL 3:

THE NORTH 240 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

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COMMENCING AT THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE WEST ALONG THE QUARTER SECTION LINE APPROXIMATELY 330 FEET TO THE NORTHWEST CORNER OF THE EAST 100 ACRES OF SAID QUARTER SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 100 ACRES APPROXIMATELY 1320 FEET TO THE CENTER OF SAID TRACT LINE; THENCE EAST APPROXIMATELY 330 FEET TO THE CENTER OF THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID LINE APPROXIMATELY 1320 FEET TO THE POINT OF BEGINNING,

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 100 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION 34 AT THE INTERSECTION OF SAID WEST LINE WITH THE CENTERLINE OF EAST MAPLE AVENUE;

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID CENTERLINE OF EAST MAPLE AVENUE, TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION;

THENCE SOUTHERLY ALONG SAID WEST LINE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF EAST ASH AVENUE; THENCE WESTERLY ALONG SAID EXTENSION OF SAID CENTERLINE TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 100 ACRES OF SAID QUARTER SECTION; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT FROM THE LAND ABOVE DESCRIBED, LOT 1 OF TRACT NO. 587 AS PER MAP THEREOF RECORDED IN BOOK 21, PAGE 48 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

ALSO EXCEPT A STRIP OF LAND OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF HARVARD AVENUE (44 FEET IN WIDTH) DISTANT THEREON NORTH 0° 17' 00" WEST 14.00 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE OF HARVARD AVENUE WITH THE SOUTHERLY BOUNDARY OF THE CITY OF FULLERTON, SAID INTERSECTION BEING DISTANT ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 89° 30' 20" WEST 2.2 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, AD RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID WESTERLY LINE OF HARVARD AVENUE NORTH 0° 07' 00" WEST 86.00 FEET; THENCE PARALLEL TO SAID SOUTHERLY BOUNDARY SOUTH 89° 30' 20" WEST 6.00 FEET; THENCE PARALLEL TO SAID WESTERLY LINE OF HARVARD AVENUE SOUTH 0° 17' 00" EAST 86.00 FEET; THENCE PARALLEL TO SAID SOUTHERLY BOUNDARY NORTH 89° 30' 20" EAST, 6.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF FULLERTON, A MUNICIPAL CORPORATION AS SET FORTH AND

E24839DE-BF51-4D80-AD9E-D61C997136A1 --- 2020/06/17 13:28:50 -5:00 --- Remote Notary



DESCRIBED IN THAT CERTAIN DOCUMENT FILED JULY 24, 1946 AS INSTRUMENT NO. 13961 OF TORRENS.

ALSO, TOGETHER WITH THAT PORTION OF THE SOUTH ONE HALF OF EAST ASH AVENUE, VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 1172 RECORDED IN BOOK 2013, PAGE 502 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON AND CONVEYANCE OF SAID LAND, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

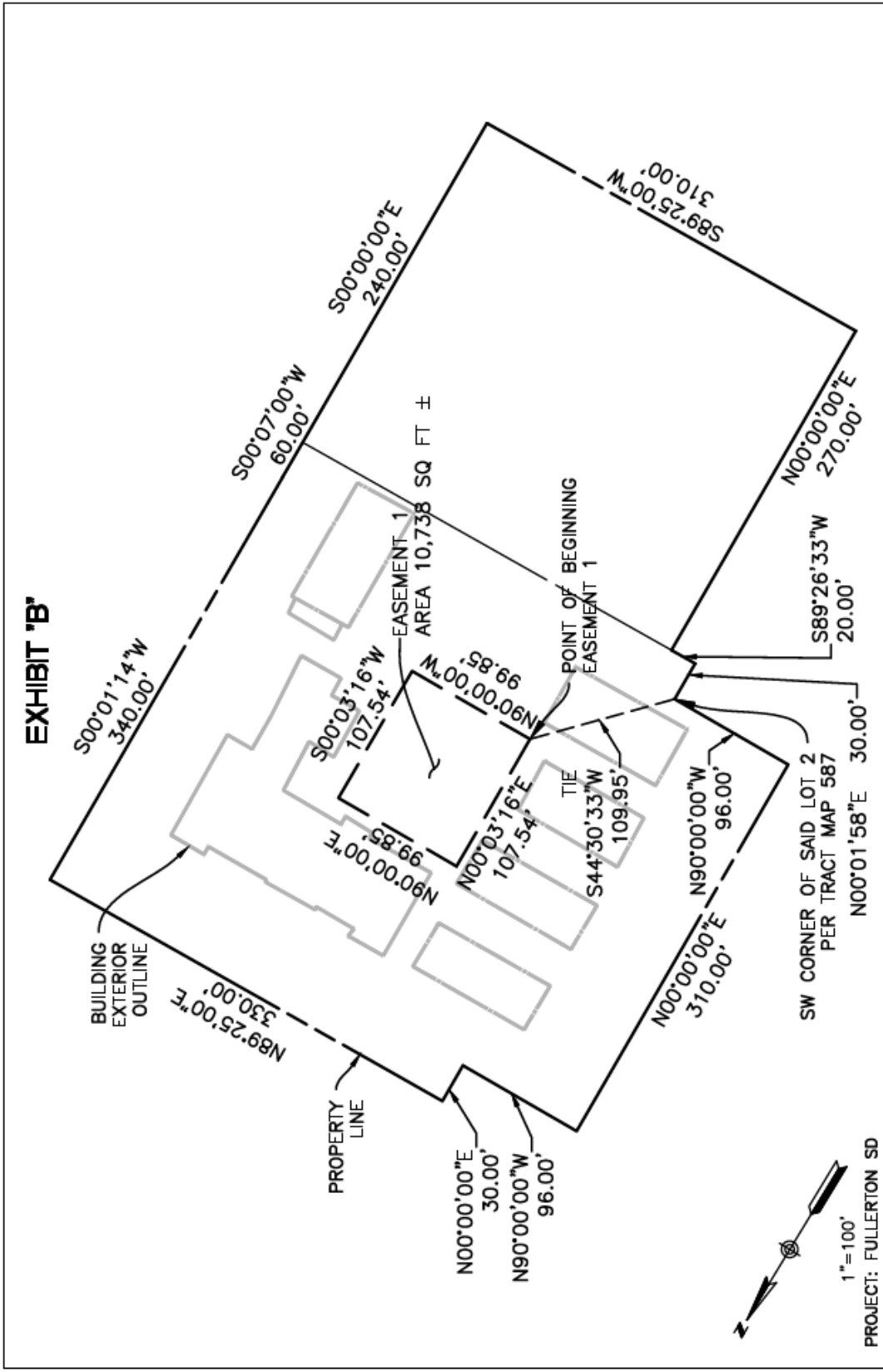
BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 2, BEARS SOUTH 44°30'33" WEST 109.95 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°03'16" EAST 107.54 FEET;
2. THENCE NORTH 90°00'00" EAST 99.85 FEET;
3. THENCE SOUTH 00°03'16" WEST 107.54 FEET;
4. THENCE NORTH 90°00'00" WEST 99.85 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 10,738 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.





DATE: 03/27/2019
DRAWN BY: DB
CHECKED BY: SG
SCALE: 1"=100'
SHEET 1 OF 1

MAPLE ELEMENTARY SCHOOL

APN 033-054-12
 APN 033-066-29

PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com



MAPLE ES EXHIBIT B.dwg



NICOLAS JUNIOR HIGH SCHOOL

SOLAR SYSTEM EASEMENT

APN 072-170-16

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND BEING THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THE EAST 100 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP THREE SOUTH, RANGE TEN WEST, SAN BERNARDINO BASE AND MERIDIAN AS DESCRIBED IN BOOK 2566, PAGE 459, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 70°33'05" WEST 474.59 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'00" EAST 220.00 FEET;
2. THENCE NORTH 90°00'00" EAST 127.10 FEET;
3. THENCE SOUTH 00°00'00" EAST 220.00 FEET;
4. THENCE NORTH 90°00'00" WEST 127.10 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 27,962 SQUARE FEET, MORE OR LESS.

EASEMENT 2

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND BEING THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THE EAST 100 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP THREE SOUTH, RANGE TEN WEST, SAN BERNARDINO BASE AND MERIDIAN AS DESCRIBED IN BOOK 2566, PAGE 459, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 78°49'20" WEST 720.95 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

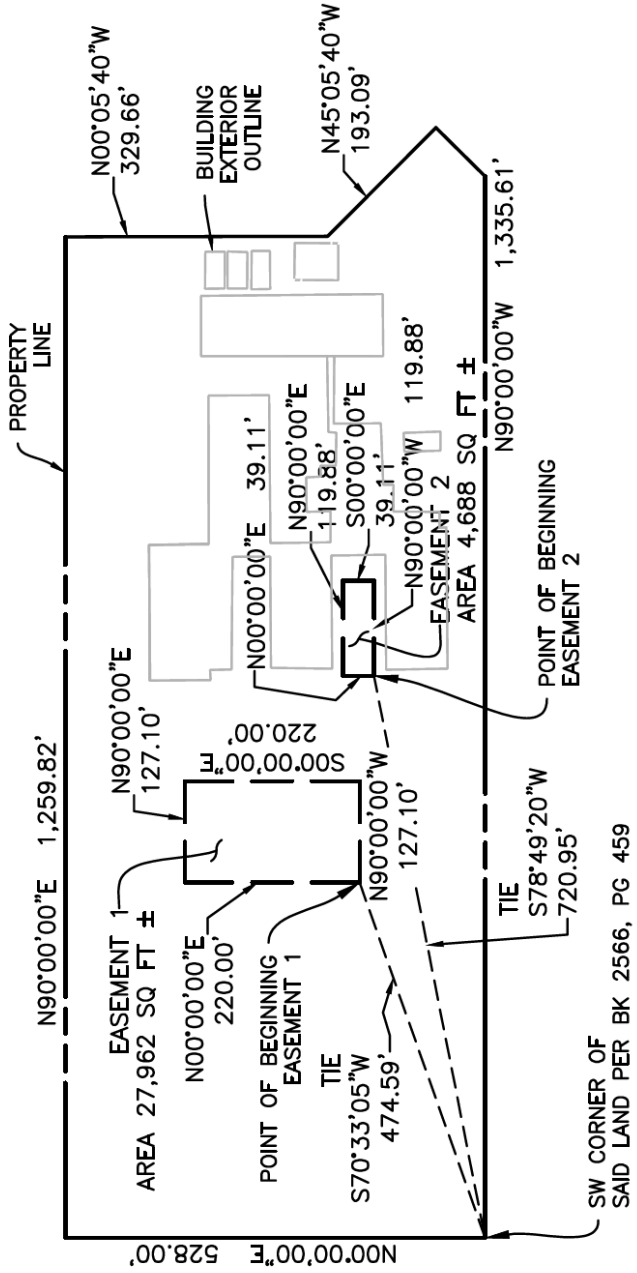
1. NORTH 00°00'00" EAST 39.11 FEET;
2. THENCE NORTH 90°00'00" EAST 119.88 FEET;
3. THENCE SOUTH 00°00'00" EAST 39.11 FEET;
4. THENCE NORTH 90°00'00" WEST 119.88 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 4,688 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.




EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD



 PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

NICOLAS JUNIOR HIGH SCHOOL

APN 072-170-16

DATE:	03/22/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=200'
SHEET	1 OF 1



ORANGETHORPE ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 072-271-14

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 22238, BOOK 1859, PAGE 161, OF OFFICIAL RECORDS, RECORDED JUNE 15, 1949, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID LAND, BEARS NORTH 68°04'57" WEST 584.40 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'00" EAST 210.00 FEET;
2. THENCE NORTH 90°00'00" EAST 195.00 FEET;
3. THENCE SOUTH 00°00'00" EAST 210.00 FEET;
4. THENCE NORTH 90°00'00" WEST 195.00 FEET TO THE SAID **POINT OF BEGINNING**.

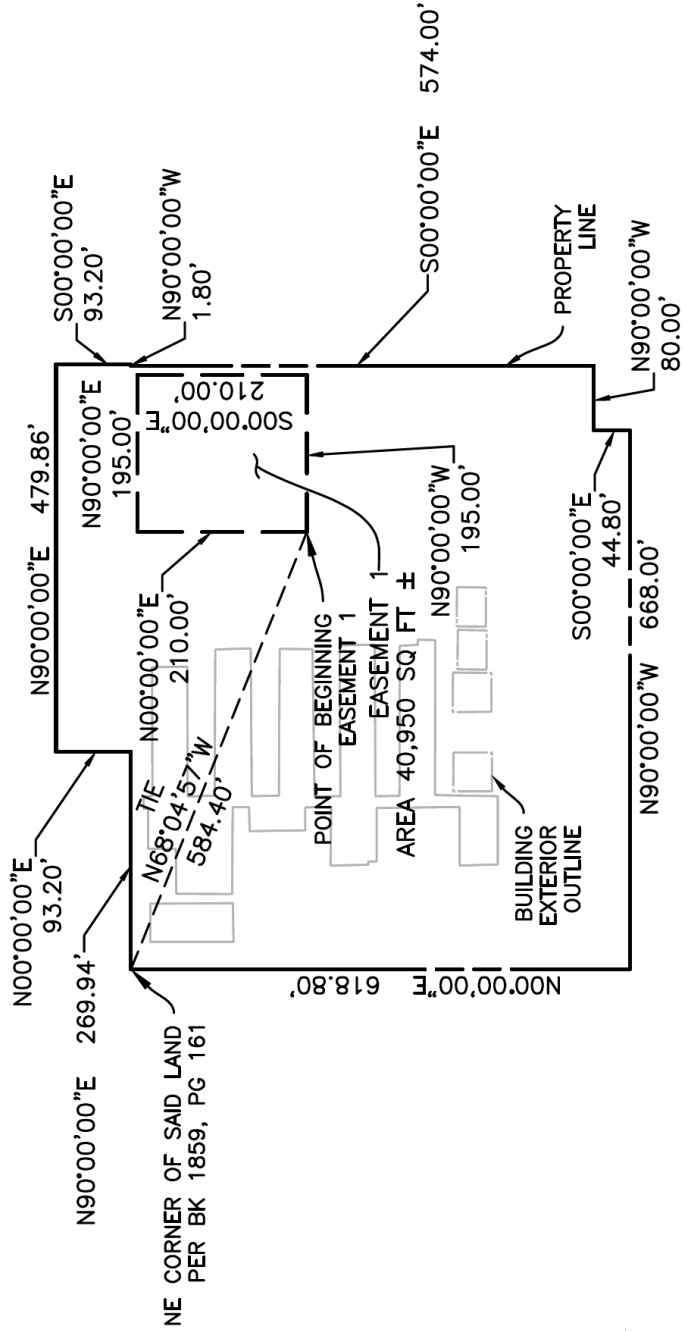
CONTAINING 40,950 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
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ORANGETHORPE ELEMENTARY SCHOOL

APN 072-271-14

DATE: 03/25/2019
DRAWN BY: DB
CHECKED BY: SG
SCALE: 1"=200'
SHEET 1 OF 1



PACIFIC DRIVE ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 030-290-24

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF LOTS 27 AND 28 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOTS 27 AND 28 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF FULLERTON, ADOPTED JULY 19, 1927, SAID ABANDONED PORTION OF WEST VALENCIA DRIVE, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 28, BEARS SOUTH 74°47'08" EAST 1,040.65 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 4 COURSES:

1. NORTH 90°00'00" WEST 104.39 FEET;
2. THENCE NORTH 00°00'00" EAST 274.43 FEET;
3. THENCE NORTH 90°00'00" EAST 104.39 FEET;
4. THENCE SOUTH 00°00'00" EAST 274.43 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 28,649 SQUARE FEET, MORE OR LESS.

EASEMENT 2

AN EASEMENT OVER, ACROSS, AND THROUGH THAT PORTION OF LOTS 27 AND 28 OF STERN AND NICOLAS' SUBDIVISION, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA AND THAT PORTION OF WEST VALENCIA DRIVE ADJOINING SAID LOTS 27 AND 28 ON THE SOUTH, ABANDONED BY RESOLUTION NO. 548 OF THE BOARD OF TRUSTEES OF THE CITY OF

FULLERTON, ADOPTED JULY 19, 1927, SAID ABANDONED PORTION OF WEST VALENCIA DRIVE, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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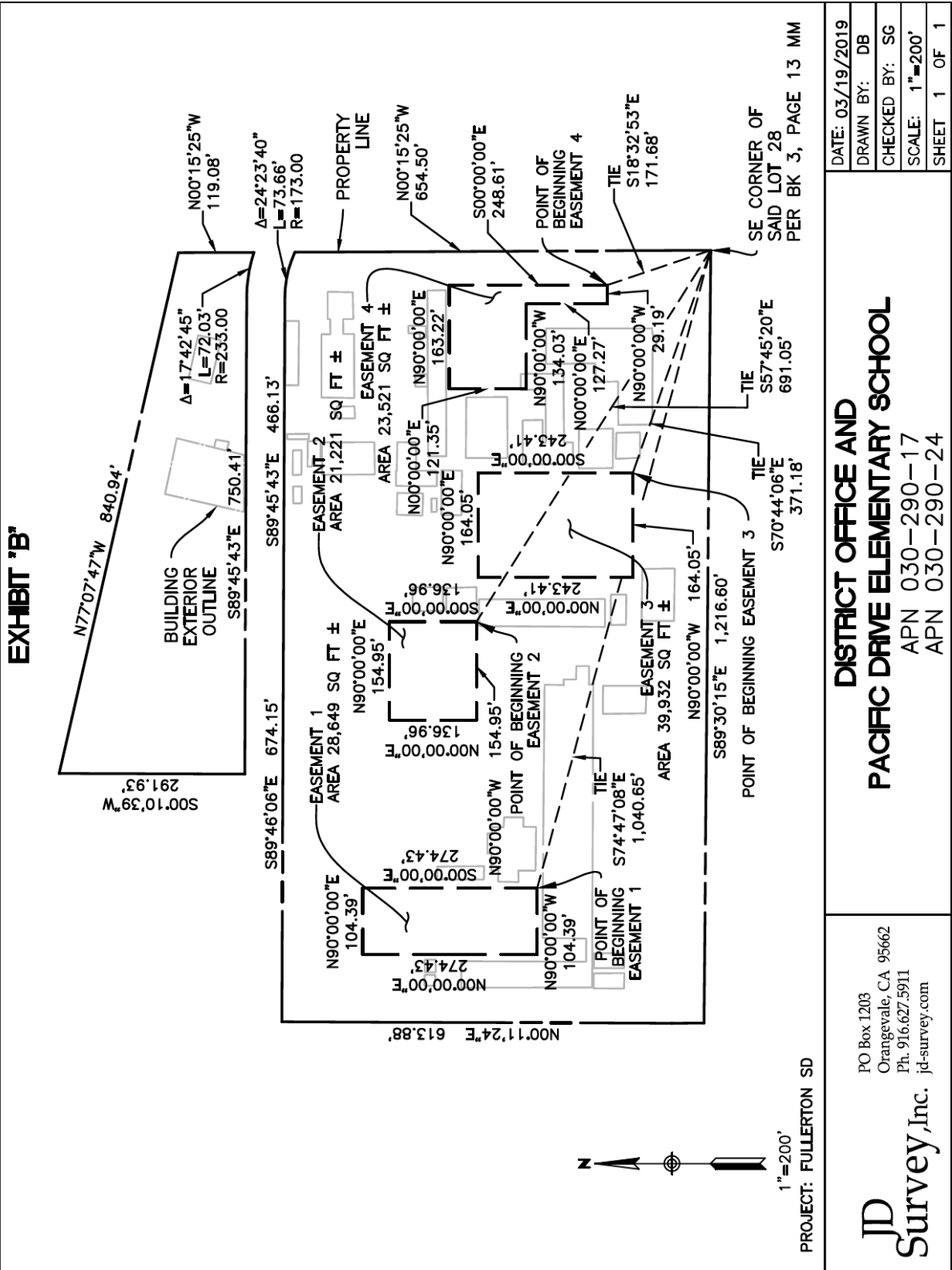


BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 28, BEARS SOUTH 57°45'20" EAST 691.05 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 4 COURSES:

1. NORTH 90°00'00" WEST 154.95 FEET;
 2. THENCE NORTH 00°00'00" EAST 136.96 FEET;
 3. THENCE NORTH 90°00'00" EAST 154.95 FEET;
 4. THENCE SOUTH 00°00'00" EAST 136.96 FEET TO THE SAID POINT OF BEGINNING.
- CONTAINING 21,221 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.





DATE: 03/19/2019
 DRAWN BY: DB
 CHECKED BY: SG
 SCALE: 1"=200'
 SHEET 1 OF 1

**DISTRICT OFFICE AND
 PACIFIC DRIVE ELEMENTARY SCHOOL**
 APN 030-290-17
 APN 030-290-24

PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

JD Survey, Inc.



PARKS JUNIOR HIGH SCHOOL

SOLAR SYSTEM EASEMENT

APN 287-151-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 18584, BOOK 5958, PAGE 114, OF OFFICIAL RECORDS, RECORDED DECEMBER 28, 1961, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SAID LAND, BEARS NORTH 76°52'31" WEST 585.84 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 90°00'00" EAST 114.21 FEET;
2. THENCE SOUTH 00°00'00" EAST 516.44 FEET;
3. THENCE NORTH 90°00'00" WEST 114.21 FEET;
4. THENCE NORTH 00°00'00" EAST 516.44 FEET TO THE SAID **POINT OF BEGINNING**.

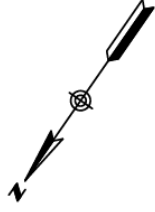
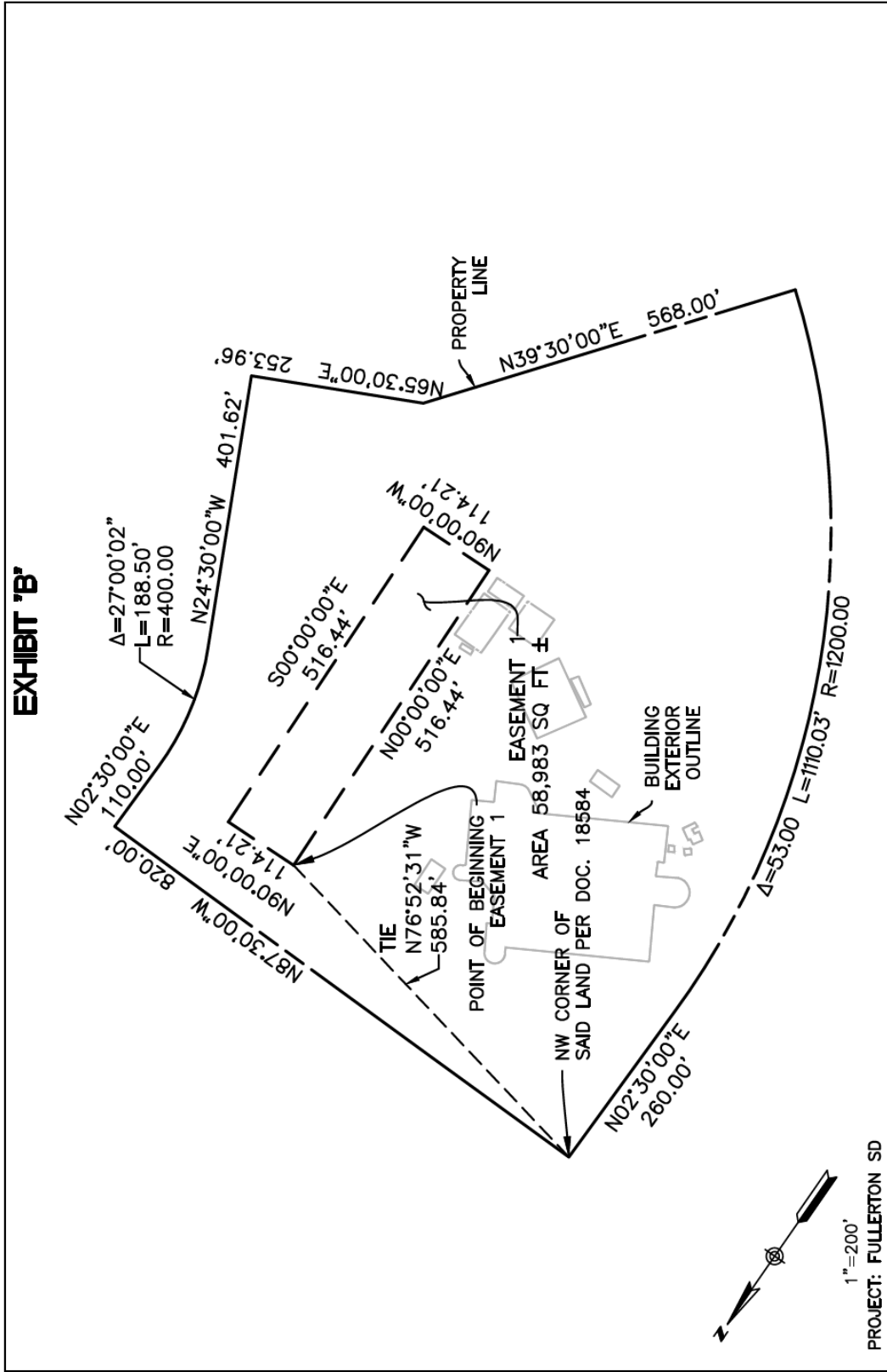
CONTAINING 58,983 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'
PROJECT: FULLERTON SD

<p>JD Survey, Inc. PO Box 1203 Orangevale, CA 95662 Ph. 916.627.5911 jd-survey.com</p>	<p>PARKS JUNIOR HIGH SCHOOL</p> <p>APN 287-151-01</p>	<p>DATE: 03/25/2019 DRAWN BY: DB CHECKED BY: SG SCALE: 1"=200' SHEET 1 OF 1</p>
	<p>PARKS JHS EXHIBIT B.dwg</p>	



RAYMOND ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 283-221-03

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 18460, BOOK 2170, PAGE 500, OF OFFICIAL RECORDS, RECORDED APRIL 6, 1951, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 00°44'53" WEST 391.81 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'00" EAST 112.77 FEET;
2. THENCE NORTH 90°00'00" EAST 258.73 FEET;
3. THENCE SOUTH 00°00'00" EAST 112.77 FEET;
4. THENCE NORTH 90°00'00" WEST 114.21 FEET TO THE SAID **POINT OF**

BEGINNING.

CONTAINING 29,177 SQUARE FEET, MORE OR LESS.

EASEMENT 2

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 18460, BOOK 2170, PAGE 500, OF OFFICIAL RECORDS, RECORDED APRIL 6, 1951, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 47°52'53" WEST 142.73 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 6 COURSES:

1. NORTH 00°00'00" EAST 120.89 FEET;
2. THENCE NORTH 90°00'00" EAST 123.09 FEET;
3. THENCE SOUTH 00°00'00" EAST 65.89 FEET;
4. THENCE NORTH 90°00'00" EAST 72.78 FEET;
5. THENCE SOUTH 00°00'00" EAST 55.00 FEET;

E24839DE-BF51-4D80-AD9E-D61C997136A1 --- 2020/06/17 13:28:50 -5:00 --- Remote Notary

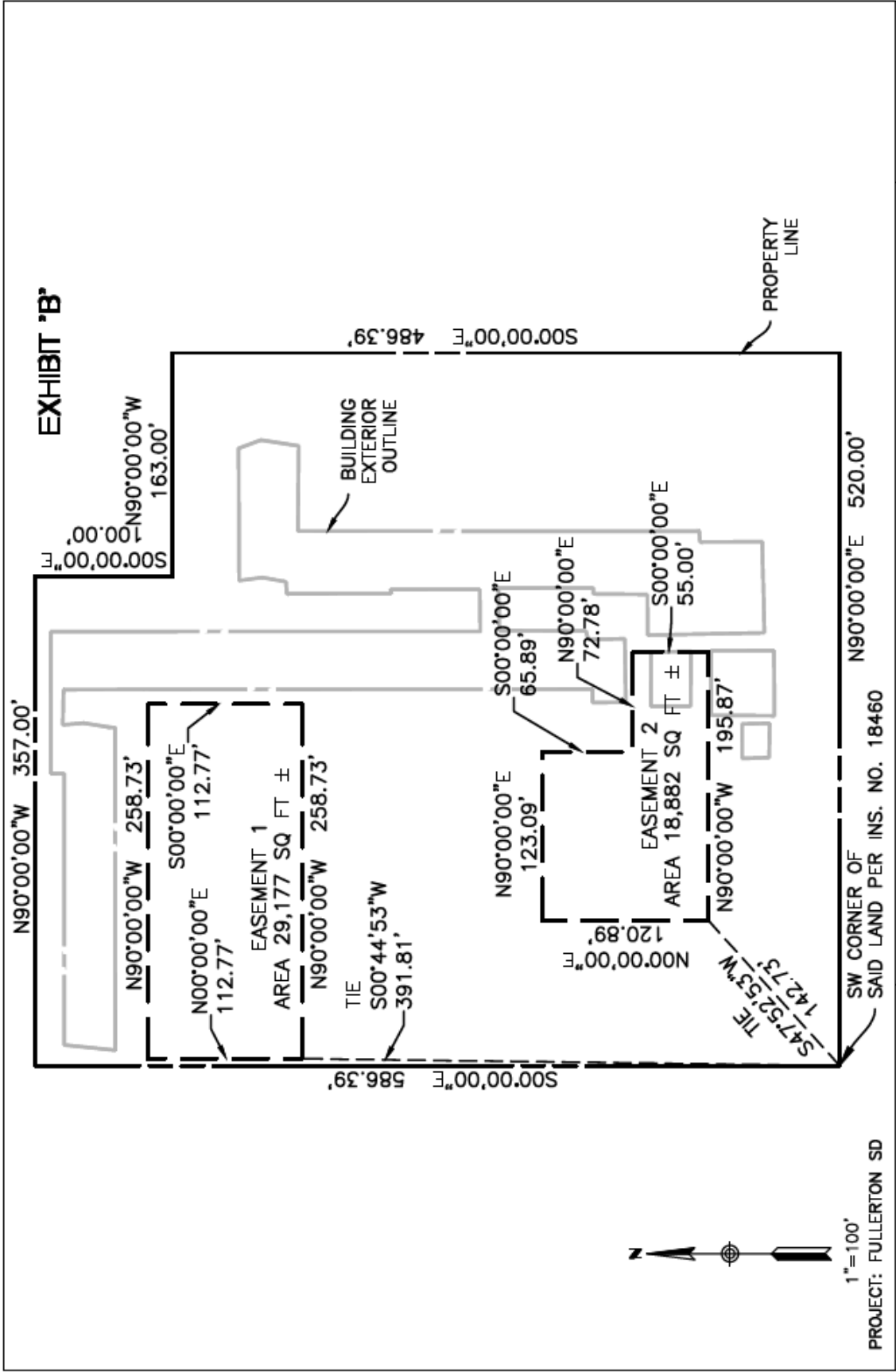


6. THENCE NORTH 90°00'00" WEST 195.87 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 18,882 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.





RAYMOND ES EXHIBIT B.dwg

JD Survey, Inc.
 PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

RAYMOND ELEMENTARY SCHOOL



RICHMAN ELEMENTARY SCHOOL

**SOLAR SYSTEM EASEMENT
APN 032-190-10**

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 171449, BOOK 3755, PAGE 436, DOCUMENT NUMBER 171451, BOOK 3755, PAGE 438 AND DOCUMENT NUMBER 171453, BOOK 3755, PAGE 442, OF OFFICIAL RECORDS, RECORDED DECEMBER 31, 1956, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 57°16'24" EAST 618.71 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 89°21'50" WEST 77.21 FEET;
2. THENCE NORTH 00°01'00" EAST 135.99 FEET;
3. THENCE SOUTH 89°21'50" EAST 77.21 FEET;
4. THENCE SOUTH 00°01'00" WEST 135.99 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 10,499 SQUARE FEET, MORE OR LESS.

EASEMENT 2

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 171449, BOOK 3755, PAGE 436, DOCUMENT NUMBER 171451, BOOK 3755, PAGE 438 AND DOCUMENT NUMBER 171453, BOOK 3755, PAGE 442, OF OFFICIAL RECORDS, RECORDED DECEMBER 31, 1956, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 80°41'15" EAST 810.84 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 6 COURSES:

1. SOUTH 00°38'10" WEST 123.83 FEET;
2. THENCE NORTH 89°59'00" WEST 118.14 FEET;
3. THENCE NORTH 00°38'10" EAST 209.79 FEET;
4. THENCE SOUTH 89°59'00" EAST 90.28 FEET;
5. THENCE SOUTH 00°38'10" WEST 85.95 FEET;
6. THENCE SOUTH 89°59'00" EAST 27.86 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 22,388 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



ROLLING HILLS ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 284-131-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 166410, BOOK 4919, PAGE 320, OF OFFICIAL RECORDS, RECORDED OCTOBER 9, 1959, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 19°07'36" WEST 288.82 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'00" EAST 75.18 FEET;
2. THENCE NORTH 90°00'00" EAST 116.75 FEET;
3. THENCE SOUTH 00°00'02" EAST 75.18 FEET;
4. THENCE NORTH 90°00'00" WEST 116.75 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 8,777 SQUARE FEET, MORE OR LESS.

EASEMENT 2

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 166410, BOOK 4919, PAGE 320, OF OFFICIAL RECORDS, RECORDED OCTOBER 9, 1959, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

E24839DE-BF51-4D80-AD9E-D61C997136A1 --- 2020/06/17 13:28:50 -5:00 --- Remote Notary



BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 12°48'22" WEST 471.38 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

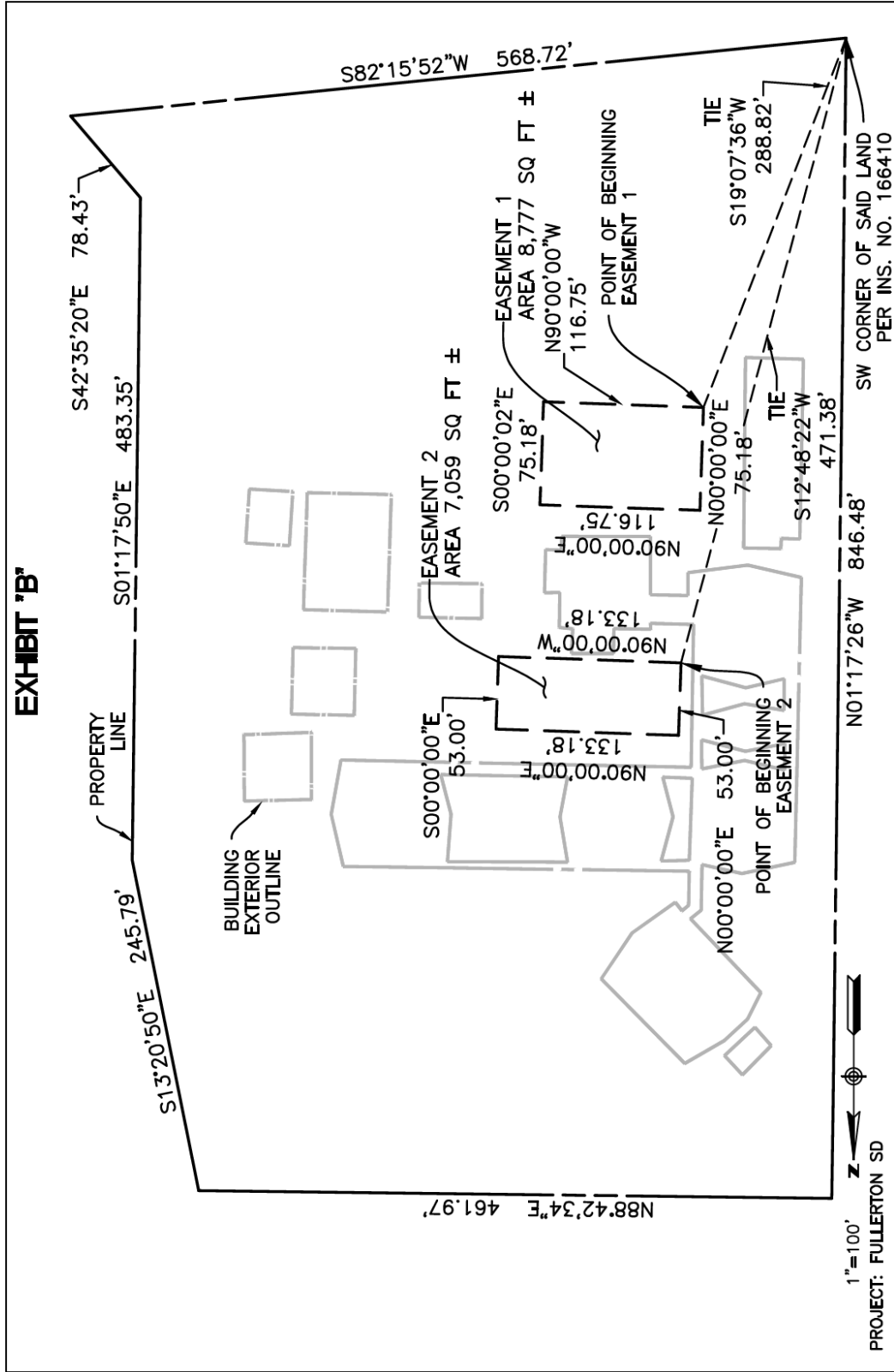
1. NORTH 00°00'00" EAST 53.00 FEET;
2. THENCE NORTH 90°00'00" EAST 133.18 FEET;
3. THENCE SOUTH 00°00'00" EAST 53.00 FEET;
4. THENCE NORTH 90°00'00" WEST 133.18 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 7,059 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



EXHIBIT 'B'



<p>ROLLING HILLS ELEMENTARY SCHOOL</p> <p>APN 284-131-01</p>		<p>DATE: 03/26/2019</p> <p>DRAWN BY: DB</p> <p>CHECKED BY: SG</p> <p>SCALE: 1"=100'</p> <p>SHEET 1 OF 1</p>
<p>PO Box 1203 Orangevale, CA 95662 Ph. 916.627.5911 jd-survey.com</p>		



**SOLAR SYSTEM EASEMENT
APN 288-073-02**

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 18584, BOOK 5958, PAGE 114, OF OFFICIAL RECORDS, RECORDED DECEMBER 28, 1961, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LAND, BEARS SOUTH 34°24'56" EAST 245.71 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 8 COURSES:

1. NORTH 71°26'29" WEST 151.29 FEET;
2. THENCE SOUTH 18°38'03" WEST 64.58 FEET;
3. THENCE NORTH 71°21'57" WEST 58.46 FEET;
4. THENCE NORTH 18°38'03" EAST 119.88 FEET;
5. THENCE SOUTH 71°21'57" EAST 109.54 FEET;
6. THENCE NORTH 18°38'03" EAST 64.65 FEET;
7. THENCE SOUTH 71°26'29" EAST 100.20 FEET;
8. THENCE SOUTH 18°38'03" WEST 119.88 FEET TO THE SAID **POINT OF BEGINNING**.

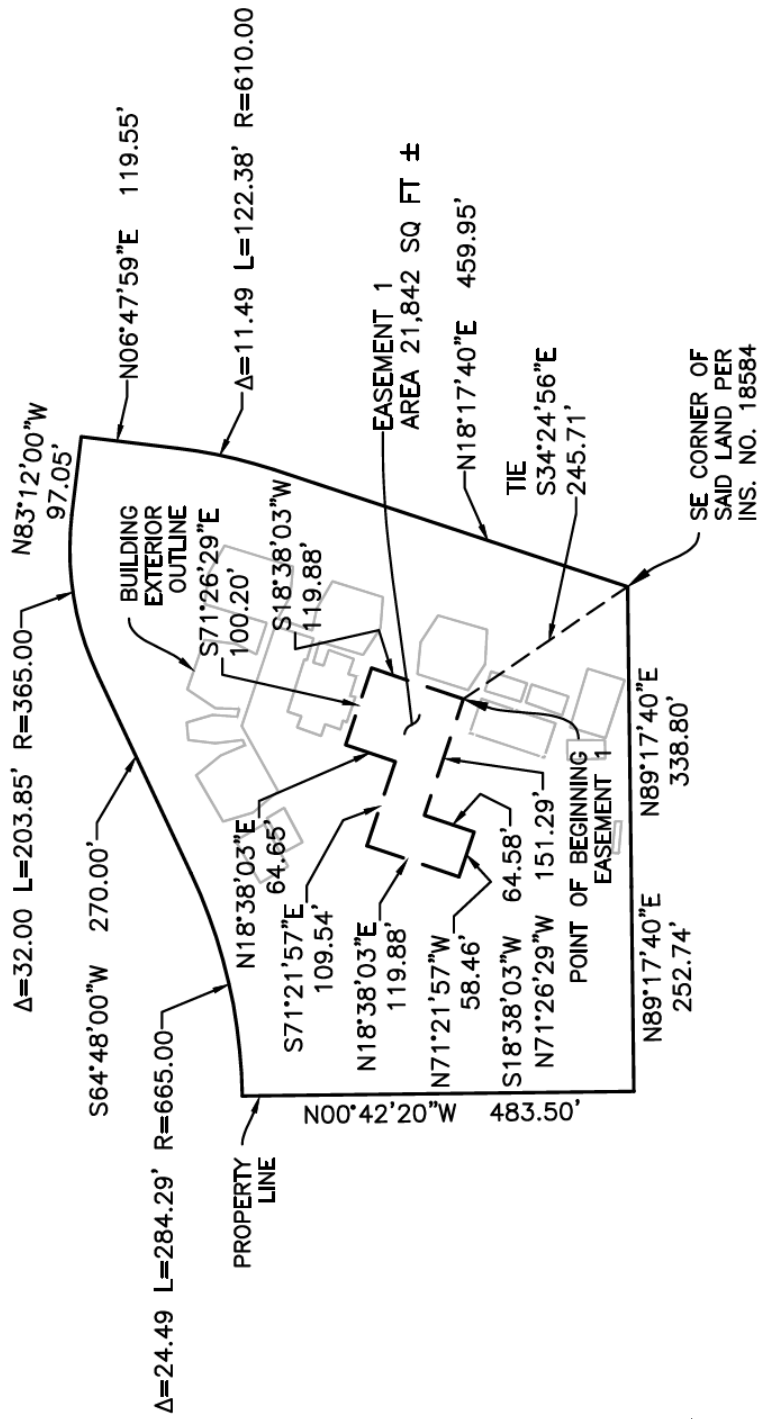
CONTAINING 21,842 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

E24839DE-BF51-4D80-AD9E-D61C997136A1 -- 2020/06/17 13:28:50 -5:00 --- Remote Notary



EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

SUNSET LANE ELEMENTARY SCHOOL

APN 288-073-02

DATE:	03/26/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=200'
SHEET	1 OF 1



VALENCIA PARK ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 030-101-01

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 35784, BOOK 1690, PAGE 294, OF OFFICIAL RECORDS, RECORDED AUGUST 21, 1948, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LAND, BEARS SOUTH 35°13'15" EAST 518.89 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'00" EAST 106.00 FEET;
2. THENCE NORTH 90°00'00" EAST 90.00 FEET;
3. THENCE SOUTH 00°00'00" EAST 106.00 FEET;
4. THENCE NORTH 90°00'00" WEST 90.00 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 9,540 SQUARE FEET, MORE OR LESS.

EASEMENT 2

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 35784, BOOK 1690, PAGE 294, OF OFFICIAL RECORDS, RECORDED AUGUST 21, 1948, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LAND, BEARS SOUTH 05°41'14" EAST 245.74 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

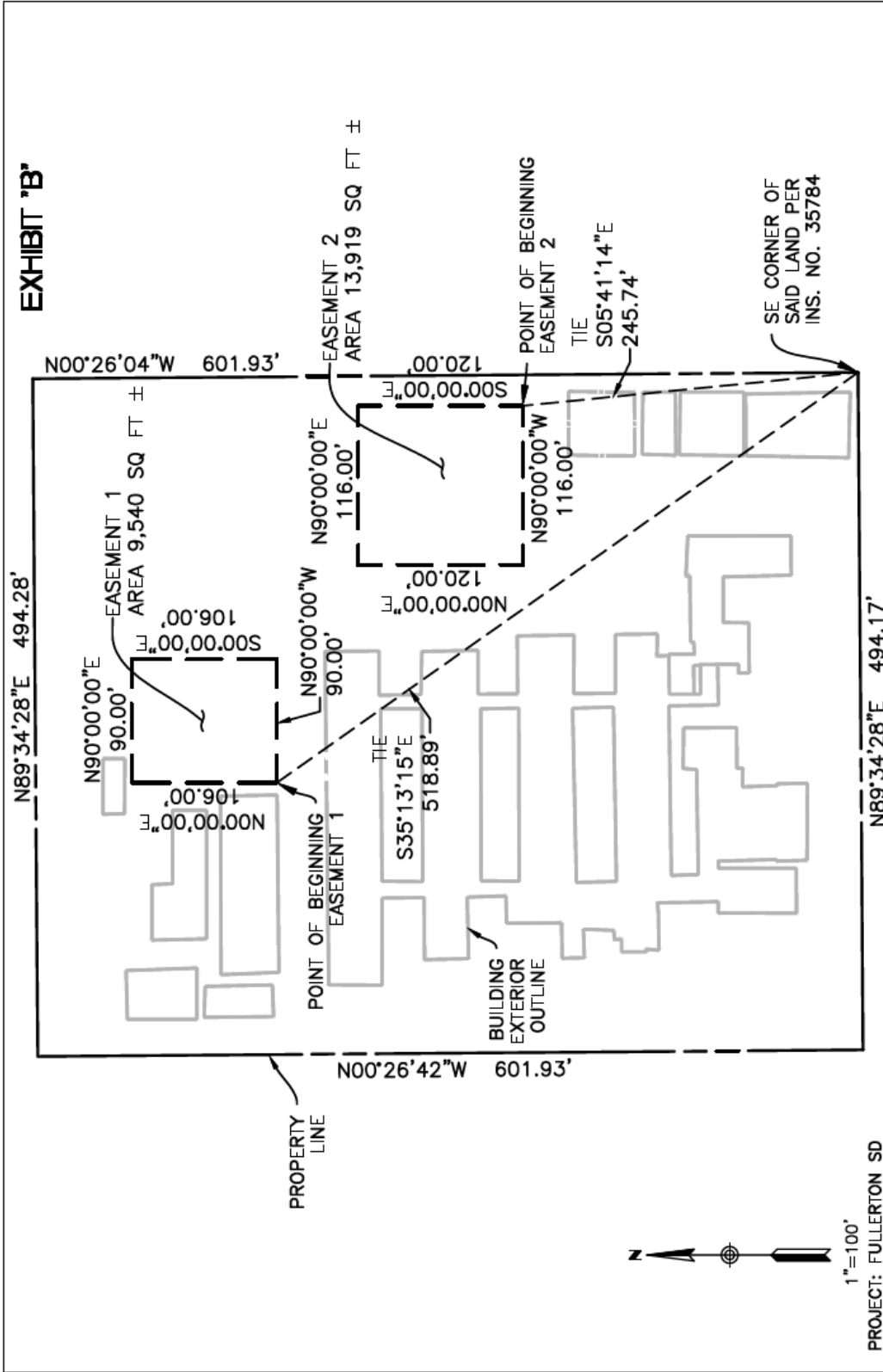
1. NORTH 90°00'00" WEST 116.00 FEET;
2. THENCE NORTH 00°00'00" EAST 120.00 FEET;
3. THENCE NORTH 90°00'00" EAST 116.00 FEET;
4. THENCE SOUTH 00°00'00" EAST 120.00 FEET TO THE SAID **POINT OF BEGINNING**.

CONTAINING 13,919 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



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DATE:	03/26/2019
DRAWN BY:	DB
CHECKED BY:	SG
SCALE:	1"=100'
SHEET	1 OF 1

VALENCIA PARK ELEMENTARY SCHOOL

APN 030-101-01

PO Box 1203
Orangevale, CA 95662
Ph. 916.627.5911
jd-survey.com



PROJECT: FULLERTON SD

1"=100'



VALENCIA PARK ES EXHIBIT B.dwg



WOODCREST ELEMENTARY SCHOOL

SOLAR SYSTEM EASEMENT

APN 073-051-02

EASEMENT 1

AN EASEMENT OVER, ACROSS, AND THROUGH THAT CERTAIN LAND AS DESCRIBED IN DOCUMENT NUMBER 19496, BOOK 4197, PAGE 94, OF OFFICIAL RECORDS, RECORDED FEBRUARY 14, 1958, IN THE OFFICE OF ORANGE COUNTY RECORDS, SITUATED IN ORANGE COUNTY, STATE OF CALIFORNIA. A LINE ENCOMPASSING SOLAR PANELS AND APPURTENANCES IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LAND, BEARS SOUTH 32°19'49" WEST 427.34 FEET; THENCE FROM SAID **POINT OF BEGINNING** ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°00'01" WEST 126.53 FEET;
2. THENCE NORTH 90°00'00" EAST 213.32 FEET;
3. THENCE SOUTH 00°00'01" EAST 126.53 FEET;
4. THENCE NORTH 90°00'00" WEST 213.32 FEET TO THE SAID **POINT OF BEGINNING**.

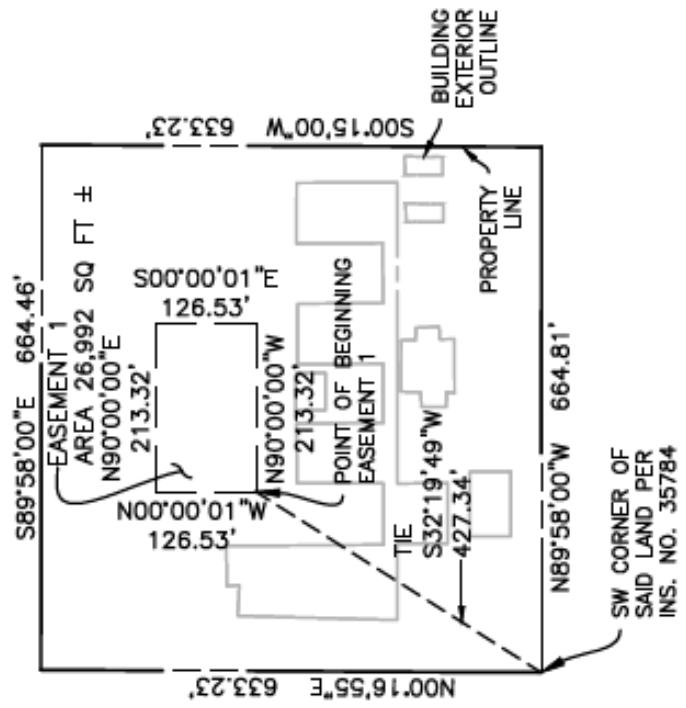
CONTAINING 26,992 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

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EXHIBIT 'B'



1"=200'

PROJECT: FULLERTON SD

PO Box 1203
 Orangevale, CA 95662
 Ph. 916.627.5911
 jd-survey.com

JD
Survey, Inc.

WOODCREST ELEMENTARY SCHOOL

APN 073-051-02

DATE: 03/26/2019
DRAWN BY: DB
CHECKED BY: SG
SCALE: 1"=200'
SHEET 1 OF 1

WOODCREST ES EXHIBIT B.dwg



EXHIBIT C

NON-EXCLUSIVE EASEMENT AREAS

The Non-Exclusive Easement Areas shall mean:

- (a) such additional space, as applicable, on, under or across the Properties, on the roof of the building, and other areas of and rights in and to the Properties as commercially reasonably necessary for the installation, operation, interconnection, maintenance and removal of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, and all necessary electrical and other utility sources located within the building or on the Properties, provided, that all such additional space will be mutually agreeable to both Parties and will not cause any undue burden to the daily operations of Host;
- (b) right of ingress and egress from a public right-of-way over or across the Properties and in and through the building to and from the Exclusive Easement Areas, passage through which is necessary or convenient to construct the Systems or otherwise gain access to the Systems or the Properties ;
- (c) temporary use of certain areas of the Properties for construction staging areas and parking spaces, and ingress and egress to those areas, and for placement of temporary facilities as permitted under the PPA; and
- (d) use of parking spaces on the Properties.



EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Solar Site Easement Agreement)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of _____, 202__ (the “Effective Date”), is entered into by and among _____, a Delaware limited liability company (“Assignor”), _____, a Delaware limited liability company (“Assignee”), and Fullerton School District, a public school district organized and existing under the laws of California (“Consenting Party”) (each, a “Party,” and collectively, the “Parties”).

WHEREAS, Assignor and Consenting Party are parties to that certain Solar Site Easement Agreement dated as of _____, 20__ (the “Easement Agreement”) relating to the granting of certain easements by Consenting Party to Assignor with respect to those certain solar photovoltaic power plants totaling approximately _____ on [parking canopies and/or elevated structures] at [LIST SITES] sites located in _____ California (the “Sites”) (unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Easement Agreement);

WHEREAS, Assignor desires to fully assign and delegate to Assignee all of its rights, title, benefit, privileges, interest, liabilities and obligations in, to and under the Easement Agreement to Assignee, and Assignee desires to accept such assignment and delegation and assume all such rights, title, benefit, privileges, interest, liabilities and obligations, in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Assignee and Consenting Party desire and agree to make certain modifications to the Easement Agreement in conjunction with the Assignment; and

WHEREAS, Consenting Party desires to consent to this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Modification of Easement Agreement. The Easement Agreement is amended as follows:
 - a. Notices: In Section 16.1:
 - i. revise Provider’s notice party information to be:
“If to Provider:

with a copy to:

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2. Assignment of Easement Agreement. Assignor does hereby finally and irrevocably grant, assign, transfer, set over, convey and deliver to Assignee (i) all of Assignor's right, title and interest under the Easement Agreement, as modified pursuant to Section 1 above; and (ii) the right to enforce, whether at law or in equity or by any other means, all provisions of the Easement Agreements, as modified pursuant to Section 1 above.
3. Acceptance of Assignment and Assumption of Obligations and Liabilities. Assignee hereby accepts the transfers and assignments set forth in Section 2 and assumes the obligations of Assignor under the Easement Agreement, as modified pursuant to Section 1 above, arising or occurring on or after the Effective Date.
4. Consent to Assignment. Consenting Party hereby consents to the transfers and assignments to Assignee set forth in Section 2 and hereby releases Assignor from any and all liability under the Easement Agreement which arise on and after the Effective Date.
5. Other PPAs. Assignor, Assignee, and Consenting Party agree to fully cooperate and promptly execute any and all other agreements and documents related to the assignment and assumption of the Easement Agreement herein.
6. Benefits. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing express or implied in this Assignment is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
7. Additional Termination Right. Notwithstanding anything to the contrary set forth in this Assignment or in the Easement Agreement, the Parties agree that within ninety (90) days of the Effective Date if Assignee determines in its sole reasonable discretion, after performing reasonable real estate and title due diligence review of the Consenting Party's premises and sites that are the subject of the Easement Agreement, that there are any encumbrances or other matters of record affecting such premises and sites, including but not limited to any lack of third party consents, that may affect Assignee's ability to perform its obligations under the Easement Agreement, then Assignee may terminate all of this Assignment and/or the Easement Agreement by written notice to Assignor and Consenting Party, and in such event this Assignment and/or the Easement Agreement shall immediately terminate and be void and of no force or effect, and no Party shall have any further rights or obligations hereunder.
8. Captions. The captions of this Assignment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment.
9. Counterparts. This Assignment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
10. Governing Law. This Assignment shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the

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laws of the State of California applicable to agreements executed, delivered and performed within said state.

[Signatures appear on the following page]

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IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment under proper authority as of the date first above written.

California PV Energy 3, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Fullerton School District

By: _____
Name: _____
Title: _____

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CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW JOB DESCRIPTION FOR LEAD COUNSELOR

Background: Throughout the 2019/2020 school year, a joint PAL committee composed of members from FETA, FESMA, and District administrators met multiple times to look at research, brainstorm solutions, and develop an action plan around social-emotional learning, mental health, and student behavior related to junior high school students. The Lead Counselor job description resulted from the work of this committee and will provide needed services directly to students, teachers, and school staff in order to provide greater support for the social-emotional, mental health, and student behavioral needs of junior high students.

Rationale: Establishing a new job description will allow the District to create a position that will best serve the needs of our students.

Funding: Cost will come from appropriate site funds.

Recommendation: Approve new Job Description for Lead Counselor.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
Fullerton, California

LEAD COUNSELOR

DEFINITION:

Under direction of Education Services and/or the principal, the lead counselor will support the development, implementation and evaluation of district school counseling programs as outlined by the American School Counselor Association (ASCA) National Model to provide a framework to have a positive impact on student achievement, career, and social/emotional development. The lead counselor provides leadership to all district counselors to ensure implementation of the school counseling programs within the district and integration of school counseling programs with the total educational curriculum of the district.

REPRESENTATIVE DUTIES AND RESPONSIBILITIES:

- Develop, plan, implement, and evaluate a school counseling program that includes academic, career, and social-emotional development
- Provide school-wide (district-wide) prevention and intervention strategies and counseling services
- Provide consultation, training, and staff development to administrators, counselors, teachers and parents
- Provide support in hiring of qualified, diverse school counselors
- Facilitate professional development and consultation on culturally responsive services and social emotional practices
- Establish and maintain open channels of communication and professional relationships with district and site leaders, teachers, parents and other school/district personnel.
- Participate in staff development opportunities to improve job-related skills for school counseling program
- Collect and interpret data for decision making and progress monitoring to assess needs of students, the school, and the community.
- Site based counselor responsibilities

Lead Counselor will advocate for:

- High achievement and social development of all students, based on school and district data
- Services to students as defined by the ASCA National Model School Counseling
- Adherence of district school counselors to best practices for professional school counselors which promote practices and programs which improve and increase Equity and Access, Student Behavior and Safety, College and Career Readiness, Meeting the need of students with Special Needs, Staff Consultation and Collaboration, Parent Involvement, Mental Health, School Climate, and help eliminate Chronic Absenteeism
- Elimination of barriers to access and equity to a rigorous education for all students and equity in policies and procedures that have an impact on students

- Policies and practices supporting the implementation culturally responsive programs by school staff members, parents, district and the community

Lead Counselor will collaborate with:

- District leaders regarding the development, implementation and assessment of school counseling programs in the core domains of Academic, Social/Emotional and Career Development (as defined by the ASCA National Model of School Counseling)
- District school counselors to assess their professional development needs and establish regular meetings to promote adherence counselor best practices
- District school counselors in the development of comprehensive school counseling programs
- Adult learning experts to ensure regularly scheduled professional development, consultation and supervision for the continuous improvement of school counseling programs
- School staff and community members on district leadership teams and school and community officials regarding crisis response efforts
- Education stakeholders to provide information about the need for a K–12 school counseling program to school-, district- and state-level administrators, school boards and the community
- School counselor professional associations to encourage membership and involvement

EMPLOYMENT STANDARDS:

Education:

Equivalent to the completion of an earned Master of Arts or higher degree in psychology, counseling from an accredited institution of higher learning.

Credential/License

A valid California Pupil Personnel Services Credential authorizing service as a school counselor; valid California Driver's License.

Experience:

Five years of successful public school counseling experience, preferred.

Knowledge of:

- Principles, methods, techniques, strategies and trends in educational, social and emotional adjustment counseling
- Career, vocational, and goal setting counseling, applicable and appropriate aptitude, interest and achievement appraisal instruments, techniques and procedures
- Social and youth service agencies in the local area
- Social, emotional and behavioral characteristics of adolescent students
- Program evaluation and research techniques, strategies, and procedures
- Appropriate curriculum and instructional programs pertaining to students with a variety of aptitudes and varying interests;
- Section 504 Plan and Individual Education Plans;
- Conflict resolution procedures;

- Interpersonal skills using tact, patience and courtesy; applicable sections of the State Education Code and other applicable laws
- Development, implementation, and evaluation of balanced comprehensive school counseling programs and best practices as prescribed by national and state-level professional school counselor organizations.

Ability to:

- Provide leadership to district school counselors; schedule and lead regular occurring meetings for district counselors; provide representation of school counselor roles and responsibilities;
- Demonstrate interest and initiative in school counseling professional development and improvement in job-related skills.
- Assist students in effectively analyzing and developing alternative solutions to behavioral, educational, social and emotional problems and concerns
- Conduct, analyze and effectively utilize a variety of individual and group testing procedures and instruments applicable to student clients
- Effectively deal with site and district personnel, parents, social and youth service agencies in resolving student problems and concerns
- Effectively participate in the planning and implementation of school counselor and curricular programs
- Understand and carry out oral and written directions with minimal accountability controls
- Establish and maintain effective relationships with students, peers and parents
- Establish and maintain effective organizational, public and community relationships
- Demonstrate strong verbal, written, and communication skills
- Strong interpersonal, leadership, and motivational skills
- Perform duties with awareness of all District requirements and Board of Education policies.

PHYSICAL STANDARDS:

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this general instructional category. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary depending on school site or specialized department assignment.

Work Environment:

While performing the duties of this job, the employee works in several environments and travels in a personal vehicle to various sites. Contact with staff, students, parents and the public on some level is constant. The ability to meet multiple demands from several people concurrently is essential. The noise level is usually moderate.

Physical Demands:

This position classification requires light work that involves sitting, and some lifting of up to 50 pounds unassisted, and over 50 pounds with assistance. It may require walking, standing, or sitting for extended periods or may require immediate response in the event of emergencies or disaster and the ability to work well under stressful circumstances. The employee is

occasionally required to climb or balance and stoop, kneel, crouch or crawl. This position requires the ability to accurately perceive sound, normal near and far vision, depth perception, handling and working with materials and objects, and accurate interpretation of body language.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CONSENT ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW JOB DESCRIPTION FOR STUDENT SUCCESS MENTOR

Background: Throughout the 2019/2020 school year, a joint PAL committee composed of members from FETA, FESMA, and District administrators met multiple times to look at research, brainstorm solutions, and develop an action plan around social-emotional learning, mental health, and student behavior related to junior high school students. The Student Success Mentor job description resulted from the work of this committee and will provide needed services directly to students, teachers, and school staff in order to provide greater support for the social-emotional, mental health, and student behavioral needs of junior high students.

Rationale: Establishing a new job description will allow the District to create a position that will best serve the needs of our students.

Funding: Cost will come from appropriate site funds.

Recommendation: Approve new Job Description for Student Success Mentor.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
Fullerton, California

STUDENT SUCCESS MENTOR

DEFINITION:

Under the direction of the site administrator, the Student Success Mentor works as part of a multi-member team to direct support for students with academic and behavioral needs. Collaborates with administrators, teachers, school counselors, mental health staff, and parents on interventions and strategies to support and monitor student success. Supports teachers in providing tiered classroom interventions. Supports students' Social Emotional Learning (SEL) and connects students/families with community resources while ensuring a culturally responsive approach. Member of schoolwide intervention team. Provides accountability and case management services.

REPRESENTATIVE DUTIES & RESPONSIBILITIES:

- Serves as member or lead of the Positive Behavioral Interventions and Supports (PBIS) team
- Helps to manage and provide day-to-day support for students participating in the Check In/Check Out intervention
- Attends and actively participates in Round Table Meetings in order to support and monitor students' behavior, academics, SEL, etc.
- Collaborates with the school's Student Support, SEL, and PBIS teams to provide consultation and support with case management
- Conducts and participates in vertical articulation, student progress tracking, and data analysis related to student behavior, discipline, interventions, and academics
- Provides teachers with support and coaching related to student behavior, discipline, interventions, and academics to ensure positive student/staff interactions and increased student engagement, achievement, and overall success
- Supports administration and school staff with progressive student behavioral interventions, including student progressive discipline measures, to assist and support the development of the whole child
- Works collaboratively with feeder schools to begin intervention and assistance strategies and support for students prior to their enrollment in junior high school
- Assists students in the transition from elementary to junior high school by participating in sixth grade culminating activities, coordinating and participating in sixth grade student tours of the junior high school, developing mentoring relationship between older students and incoming sixth grade students, visiting elementary schools with other junior high staff to present on the junior high school experience and expectations, and providing orientation experiences for students and parents transitioning from elementary school and junior high school.
- Mentors and assists students receiving PBIS tier 2 and 3 interventions in order to enable students to return back to PBIS tier 1 interventions, expectations, and supports
- Works with and assists families to provide support and wrap-around services

- Participates in Student Intervention Team (SIT) meetings to help provide support to students and create a network of support structures that involve the school, school staff, parents, and outside organizations
- Facilitates and provides direct instruction for intentional and continuous mentorship programs and opportunities for students to daily receive support for SEL growth and learning opportunities, which may include but not limited to: elective classes, lunch/nutrition break groups, homeroom groups, before/after school groups, etc.
- Attends and participates in a variety of training and professional development opportunities and experiences related to the position
- Plans, prepares, and provides professional development to other staff members at the school/district
- Implements and coordinates student celebratory opportunities to reinforce student positive behavior and improve emotional regulation for students being mentored
- Assists students to develop goals for behavior, attendance, and academics in order to monitor their progress, and celebrate their progress/success
- Teaches students to self-regulate, hold themselves accountable, and set high expectations for their behavior through the use of goal setting, progress monitoring, and informal behavioral plans
- Supports and provides interventions and restorative curriculum to students who are subject to progressive disciplinary measures, including but not limited to inhouse suspensions
- Holds restorative circles and assist students to repair relationships with other students, staff members, and adults
- Assists teachers and other school staff to implement student reinforcement and redirection strategies based on culturally responsive practices
- Other related duties as assigned

EMPLOYMENT STANDARDS:

Education

Master's degree in Education from an accredited institution

Credential/Certification

Valid California teaching credential

Experience

Minimum of 5 years of teaching experience

Knowledge of:

- Classroom management skills and strategies
- Principles and best practices for engaging students in learning
- Principles and theories related to PBIS/MTSS/RTI/SEL
- Analysis, understanding, and usage of data to determine appropriate interventions for students
- FSD student/parent handbook and District/school expectations and guidelines
- Child growth and development/behavior characteristics and stages for upper elementary/junior high students

- Basic mental health and SEL terminology and philosophy
- Behavior management and student motivation strategies
- Conflict resolution procedures
- Interpersonal skills using tact
- Restorative Practices
- Patience and courtesy

Ability to:

- Perform a variety of professional duties to assist students with concerns related to student behavior, discipline, interventions, and academics
- Apply knowledge of current research and theory to the requirements of the position
- Communicate and coordinate activities with various personnel and outside agencies
- Analyze situations accurately and adopt an effective course of action
- Prioritize and schedule work
- Meet schedules and timelines
- Work independently with little direction and confidentiality with discretion
- Integrate and use technology to increase efficiency, productivity, and impact upon students
- Work under pressure and with frequent distractions
- Monitor and evaluate student progress
- Establish and maintain effective relationships with students, peers, and parents
- Establish and maintain effective organizational, public, and community relationships
- Demonstrate skill in oral and written communications
- Perform duties with awareness of all District requirements and Board of Education policies.

PHYSICAL STANDARDS:

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this general instructional category. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary depending on school site or specialized department assignment.

Work Environment:

While performing the duties of this job, the employee works in several environments and travels in a personal vehicle to various sites. Contact with staff, students, parents and the public on some level is constant. The ability to meet multiple demands from several people concurrently is essential. The noise level is usually moderate.

Physical Demands:

This position classification requires light work that involves sitting, and some lifting of up to 50 pounds unassisted, and over 50 pounds with assistance. It may require walking, standing, or sitting for extended periods or may require immediate response in the event of emergencies or disaster and the ability to work well under stressful circumstances. The employee is occasionally required to climb or balance and stoop, kneel, crouch or crawl. This position requires the ability to accurately perceive sound, normal near and far vision, depth perception, handling and working with materials and objects, and accurate interpretation of body language.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: COVID-19: PROGRAM MODELS

Background: The Board of Trustees requested to receive COVID-19 updates at each Board Meeting. The Board will have an opportunity to obtain information and approve program models for the 2020/2021 school year.

Rationale: The Board of Trustees approves program models as it relates to the education of students.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE “SUNSHINE” OF FULLERTON SCHOOL DISTRICT’S 2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

This “sunshine” was initially taken to Board for discussion on June 9, 2020.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Approve “sunshine” of Fullerton School District’s 2020/2021 proposal to negotiate with Fullerton Elementary Teachers Association.

CH:nm
Attachment

**FULLERTON SCHOOL DISTRICT
SUNSHINE**

Initial Bargaining Proposal to the Fullerton Elementary Teachers
Association (FETA)
2020-2021
May 28, 2020

As agreed between the parties in Article 4 Section A of the Collective Bargaining Agreement between the Fullerton School District and FETA, the Fullerton School District is “sunshining” to the public its Initial Bargaining proposal for 2020-2021.

Article 8: Hours of Employment

The District has an interest in negotiating unit members’ hours of employment for the 2020-2021 school year.

Article 9: Work Year

The District has an interest in negotiating unit members’ work year for the 2020-2021 school year.

Article 14: Class Size

The District has an interest in negotiating class size for the 2020-2021 school year.

Article 16: Salaries

The District has an interest in negotiating unit member pay and allowances for the 2020-2021 school year.

Article 17: Fringe Benefits

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

The District reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties.

Chad Hammitt, Ed.D.
Assistant Superintendent Personnel Service, Fullerton School District

DISCUSSION/ACTION ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE “SUNSHINE” OF FULLERTON SCHOOL DISTRICT’S 2020/2021 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

This “sunshine” was initially taken to Board for discussion on June 9, 2020.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Approve “sunshine” of Fullerton School District’s 2020/2021 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

CH:nm
Attachment

**FULLERTON SCHOOL DISTRICT
SUNSHINE**

Initial Bargaining Proposal to the California School Employees Association
and its Fullerton Elementary Chapter 130 (CSEA)

2020-2021

May 29, 2020

The Fullerton School District (District) notifies CSEA of the District's intent to modify or amend the July 1, 2018 through June 30, 2021 agreement as outlined in Article 22 – Reopeners. The District desires to alter or amend the following articles as indicated and present the District's proposals for public discussion in accordance with Government Code §3547:

Article 5: Hours and Overtime

The District has an interest in negotiating unit member hours and overtime for the 2020-2021 school year.

Article 6: Pay and Allowances

The District has an interest in negotiating unit member pay and allowances for the 2020-2021 school year.

Article 8: Health Insurance

The District has an interest in reviewing and negotiating Fringe Benefits for current and retired association members. This includes negotiating the modification of the current plan levels offered to employees.

Article 11: Vacations

The District has an interest in negotiating and modifying the language of this article.

The District reserves the right to add to, delete, or modify these proposals as determined through the negotiation process.

Chad Hammitt, Ed.D.

Assistant Superintendent Personnel Service, Fullerton School District

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: APPROVE NEW BOARD POLICY

Background: The following new board policy was presented to the Board of Trustees for the first reading at the June 9, 2020 Board Meeting:

New:
Instruction
BP 6181 - Alternative Schools/Program of Choice

Rationale: No comments or revisions have been received from the Board of Trustees and this policy is now being presented for approval.

Funding: Not applicable.

Recommendation: Not applicable.

JL:nm
Attachment

Fullerton School District

Board Policy

Alternative Schools/Program of Choice

BP 6181

Instruction

Board Adopted:

The Board of Trustees recognizes the need for innovation in providing educational options to students and families in response to a changing world. The Board further recognizes that the effective use of instructional strategies such as independent study, focused or thematic education, and flexible scheduling may increase attendance and improve performance while fostering student engagement.

In order to maximize opportunities for students, parents, and teachers, the Board may establish alternative schools or programs of choice in accordance with law. (Educ. Code § 58500 et seq.) The Board authorizes the Superintendent or designee to establish administrative regulations to implement this policy.

Alternative schools and programs of choice may offer a different structure, learning philosophy, or academic emphasis to accommodate different student needs, interests, and learning styles. Alternative schools and programs of choice may be established in each attendance area or on a districtwide basis, with enrollment open to all students districtwide, or any combination thereof. (Educ. Code § 58505)

Alternative Schools of Choice

The Board of Trustees may establish and maintain one or more alternative schools of choice within the District. Alternative schools may include, but are not limited to, magnet schools, online learning, independent study schools, thematic schools organized around a curricular theme such as the humanities or the arts, and multi-age classrooms.

An alternative school of choice is a school (or separate class group within a school) which is operated in a non-traditional manner and is designed to:

- a) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- b) Recognize that the best learning takes place when the student learns because of his desire to learn.
- c) Maintain a learning situation maximizing student self-motivation and encouraging students in their own time to follow their own interests. These interests may be conceived by students independently or may result in whole or in part from a presentation by teachers of choices of learning projects.
- d) Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter.
- e) Maximize the opportunity for students, teachers, and parents to continuously react to the changing world, including to the community in which the school is located. (Educ. Code § 58500)

Parent Notification

The District shall annually notify parents/guardians of the existence of alternative schools of choice in accordance with law. (Educ. Code § 58501) The parent/guardian of any pupil may request, for consideration by the Board, the establishment of an alternative school program or programs in the District. (Educ. Code § 58502)

Legal Requirements

An alternative school of choice must meet the requirements of law, including the following:

- Student and teacher participation in the alternative school or program must be voluntary. (Educ. Code § 58503)
- Previous classroom performance shall not be a criterion limiting any student from the opportunity of attending an alternative school. (Educ. Code § 58504)
- Alternative schools shall be operated in a manner to maximize the opportunity for improvement of the general school curriculum by innovative methods and ideas developed within the alternative school operation. (Educ. Code § 58507)
- Alternative schools of choice shall be maintained and funded by the District at the same level of support as other educational programs for pupils of the same grade level operated by the District. (Educ. Code § 58507)
- Alternative schools and programs of choice shall meet the same standards for curriculum, instruction, and student performance as traditional schools.
- The District must annually evaluate alternative schools in accordance with law and standards established by the California Department of Education. (Educ. Code § 58510)

Waiver of Education Code Requirements

For the operation of alternative schools, the State Superintendent of Public Instruction may, upon application by the District, waive any provisions of the California Education Code other than those relating to earthquake safety and the provisions relating to alternative schools under Education Code section 58500 et seq. (Educ. Code § 58509) The Board of Trustees may approve applications to the State Superintendent of Public Instruction to request waiver(s) of Education Code provision(s) as it deems necessary for the successful operation of its alternative schools or programs.

Annual Evaluation and Report

The District shall annually evaluate any alternative school(s) of choice it has established as outlined by law. (Educ. Code § 58510) The evaluation shall include testing of basic skills for student participants, and must identify the variables which may have affected student academic achievement. The evaluation process shall also include teacher, parent, and student input from the alternative school. The evaluation report for each alternative school shall be sent to the Superintendent of Public Instruction on or before August 1 following the close of the school year, and after presentation to the District Board of Trustees.

The annual evaluation report shall be prepared and submitted in accordance with guidelines developed by the California Department of Education, Educational Options Office.

The annual evaluation report should, among other things, (a) show how well the alternative school or program of choice is helping students achieve grade-level proficiency; (b) track changes in the school or

program over time; (c) identify any assistance needed in meeting its objectives; and (d) provide community-wide information about its accomplishments

Independent Study

Any alternative school or program of choice based on an independent study model (fully or partially) must meet all legal requirements relating to Independent Study, unless a waiver is obtained from the Superintendent of Public Instruction. (Educ. Code § 51745 et seq., 5 CCR § 11700 et seq.)

By law, participation in an independent study program must be voluntary and requires compliance with an independent study contract signed by parent/guardian. If a student fails to turn in work as prescribed, the District will evaluate whether independent study continues to be appropriate for that student, and may exit the student from the program if the terms of the contract are not fulfilled.

No student with an individualized education program may participate in any independent study program unless his or her individualized education program specifically provides for that participation because the student is able to receive a free appropriate public education in the program. (Educ. Code § 51745(c))

Establishment of New School (CDS Code)

If a new alternative school (rather than a program within a school) is established, the District may apply for a new County-District-School (CDS) Code in accordance with the standards and procedures established by the California Department of Education. In order to qualify as a "school," the following generally applies:

1. The Board has taken action to establish the school
2. The Board has named the school or established a process by which the school will be named.
3. The school has an appropriately credentialed administrator (usually a principal) who is responsible for all aspects of school administration (e.g., hiring staff, fiscal responsibility) and who is treated the same as other principals in the District.
4. The school has an approved budget as a separate school, and the budget structure is consistent with the budget structure of other schools operated by the District.
5. The school has appropriately credentialed teachers and clerical support staff.
6. A facility, consisting of one or more buildings, or an identified set of rooms, has been acquired, with a street address. The school facility is "Field Act safe" or necessary exceptions have been obtained.
7. Students are enrolled in the school, unless the school is in the last stages of formation.
8. School records are kept separately from those of other schools.
9. The school implements a curriculum that fully meets state requirements as specified in the Education Code relating to required courses of study.
10. The school administers California statewide assessment tests to its students at the required grade levels.

Legal Reference:

EDUCATION CODE

35160.5 Intradistrict open enrollment

48980 Parental notifications

52052 Accountability; numerically significant student subgroups

58500-58512 Alternative schools and programs of choice

CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model

11705 Charter schools as alternative schools

COURT DECISIONS

American Civil Rights Foundation v. Los Angeles Unified School District, (2008) 169 Cal.App.4th 436

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Creating and Sustaining Successful K-8 Magnet Schools, September 2008

Innovations in Education: Successful Magnet High Schools, September 2008

WEB SITES

California Department of Education, Alternative Schools of Choice: <http://www.cde.ca.gov/sp/eo/as>

Foundation for California Community Colleges, Early College High School Initiative:

<http://www.foundationccc.org/ECHS>

U.S. Department of Education, Office of Innovation and Improvement: <https://innovation.ed.gov>

(12/92 7/00) 7/09

DISCUSSION/ACTION ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **ADOPT FULLERTON SCHOOL DISTRICT COVID-19 OPERATIONS WRITTEN REPORT**

Background: Executive Order N-56-20, issued by Governor Newsom on April 22, 2020, empowers schools to focus on responding to COVID-19 and to provide transparency to their communities. The order requires all school districts to develop a written report to the community that explains how each district responded to school closures beginning in March 2020. The Order extends from July 1, 2020 to December 15, 2020, the deadline the Governing Board to adopt the Local Control and Accountability Plan (LCAP) and the Budget Overview for Parents. The Order also requires the Governing Board to adopt, during the same meeting at which the Governing Board adopts the annual budget, due July 1, 2020, a written report to the community that explains the changes to program offerings the Fullerton School District (FSD) has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families. The FSD COVID-10 Operations Written Report details how FSD is meeting the needs of unduplicated pupils during the period of school closures and the steps taken to support the following: delivery of high-quality distance learning opportunities; providing school meals; and assisting families for supervision of students during ordinary school hours. The FSD LCAP Committee met via Zoom to provide input and feedback to the written report.

Rationale: Fullerton District School is required to submit the written report in conjunction with submission of the adopted annual budget to the county office of education and post a copy of the written report on the homepage the District website.

Funding: Not Applicable.

Recommendation: Adopt Fullerton School District COVID-19 Operations Written Report.

JL:nm
Attachment

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Fullerton School District	Robert Pletka, Ed.D.	robert_pletka@myfsd.org 714-447-7400	June 23, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

The Fullerton School District (FSD) supported students and families through a Distance Learning Model which included resources and materials, both in terms of curricular content and technical support resources. Students and families are able to access resources via district websites, school websites, and individual teacher websites. Additionally, weekly learning packets were also provided by school sites to all Pre/TK-8th grade students prior to the school year ending on May 29, 2020.

Students are offered physical reading materials, supplemental learning tools, and arts materials. A series of professional learning webinars is available to all staff, both live webinars and archived afterward, to support their efforts on providing high-quality learning opportunities for students. Digital learning curriculum, as well as the tools needed to teach virtually, is addressed in these webinars. In addition to grade level lessons provided by classroom teachers, the district created FSD Extended Play. This program provides students additional learning opportunities in ELA and math.

After School programs continued to offer distance learning experiences which included weekly academic support and a variety of facilitated enrichment opportunities such as the arts, virtual tours through museums, parks, and monuments, with correlating discussions and activities. Music, physical activities, health and wellness, and science experiments were integrated weekly.

FSD collaborated with the City of Fullerton to launch an educational television cable channel, FSD TV. FSD TV incorporates both original standards-based content and content from our educational partners to support students and their families. Shows are broadcast from 8:30 AM-1:00 PM every weekday with repeated content from 1:00-3:30 PM most weekdays.

Families without internet access are provided free hotspots from the district. Sites allowed all iPad devices to be taken home for distance learning. Teachers are trained on distance learning technologies through webinars as well as over 300 one-on-one coaching sessions. Families can utilize specially designated phone numbers for technical support in English or Spanish, which are monitored throughout the day. IIS technical support personnel followed up on requests for technical support within the day or less. Additional devices were purchased for those students who did not have access at home. Technical support personnel, assigned to front of school stations, consult with families on problems with devices or provide non-functional or problematic devices for working devices, providing onsite support so that families can continue to access distance learning materials.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The Educational Services Department team met with principals to collaborate on each school site's distance learning plan and how to address the need for access and equity for English Learners (EL). The district's distance learning website has curriculum links for teachers to access a list of resources that address English Language Development (ELD) needs. Teachers use the district adopted English language arts curriculum's digital platforms to provide differentiated lessons with scaffolding at each student's language proficiency level for Integrated ELD. Students also have access through the digital platform to designated ELD and an adaptive foundational skills site that provides them instruction on these skills. School sites sent home ELD workbooks that EL students are utilizing for extra practice.

The Educational Services team hosted a webinar for teachers, on supporting EL students in Designated and Integrated ELD through Distance Learning. English learners will have the opportunity to participate in the EL Jump Start program

Distance Learning Edition during the summer which is targeted to meet the unique needs of our EL students to have extended opportunities to learn and practice English.

Several action steps have been taken to meet the needs of low-income students and foster youth. District personnel identified all low-income and foster youth students, and the family of each of these students received a personalized call from a district-employed Social Services Assistant (SSA). SSAs check-in with families regarding: general well-being; home internet; food, clothing, and shelter needs; social emotional support; distance learning support; and language/translation support. SSAs connect families to district and community resources and documented action steps and referrals. Ongoing follow-up calls are made to ensure each family's continued access to support services. District partnerships were used to curate resources and help provide ongoing access to meet the basic needs of families. District departments collaborate to pool resources to connect families with food and community resources. A district webpage provides information and notices are handed out during the lunch distribution hours. Resources include shopping and delivery services, counseling referrals, technology support for home devices and low-cost or free internet options. Food pantry locations at school sites and other community locations are also provided. Educational Services also provided art kits and literature and informational books to families so that students can continue to develop their art skills and read books at their grade level.

Information is also made available to families about the Pandemic-Electronic Benefit Transfer (P-EPT), a food benefit for children on the free-reduced meal program impacted by school closures; eligible families can receive up to \$365 per eligible child on their P-EBT card to use on groceries. Additionally, partnerships with the Fullerton Library and local churches have resulted in free reading books distributed to Title I families. The district has also set-up a donation area in front of the district office that is staffed Mondays through Fridays.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

The district supported schools in initially developing their distance learning plans. Guidance continues to be provided to ensure that all sites continue to deliver high-quality instruction, designed learning experiences and activities, distance learning schedules, consistent communication to both students and parents, and to identify online engagement systems that provide standards-based learning opportunities. Teachers provide online learning opportunities for students throughout the district. Students are also able to access learning packets from their school sites for those parents who request non-digital materials. Teachers stay connected with students through distance learning platforms such as Google Classroom, Google Hangouts, Zoom, and Seesaw. Additionally, the district continues to provide additional learning opportunities via online lessons through an Extended Play program where students have the opportunity to continue to practice grade level standards in ELA and mathematics. Ongoing professional development opportunities continue to be available that include how to utilize instructional programs and digital platforms that provide meaningful opportunities for students to learn new content.

To address potential learning loss due to the school closures, FSD is also offering students a variety of summer programs that provide ELA and math online instruction along with optional arts/music lessons, GATE activities, as well as weekly family problem solving activities. Student Support Services will also extend summer school opportunities for identified students with disabilities.

FSD purchased 600 hotspots for distribution to families that demonstrate a need for internet access at home. Innovation and Instruction Support (IIS) continues to work with district teachers to create original content and programming for the FSD TV cable channel. Technology support will continue through email, phone, and on-site tech for all students and parents. iPads went home to grades 4-8 at all schools and parents also have the opportunity to request devices for students in primary grades at their school sites. Students who are enrolled in summer programs will be able to continue to utilize technology devices to continue distance learning opportunities. IIS will continue support of devices and technology issues for all summer extended programs.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Nutrition Services Department is providing 13,000 meals between Monday - Friday at 17 school sites. Meals are provided to community children 18 years old and under. Nine school sites served breakfast and lunch and eight sites served breakfast, lunch and dinner. Meals are grab-and-go and served curbside.

Steps are taken to maintain social distancing between staff and families. All staff are provided with Personnel Protective Equipment (PPE) such as masks and gloves. Staff maintain social distancing by working at separate stations. Each staff

member has their own six-foot table and canopy. Staff and families maintain social distancing by distributing food from trays. Families that drive-up take their meals from a tray through their passenger window. Families that walk-up take their meals from a tray that is placed on a designated table.

Nutrition Services will continue to provide lunches during the summer break for any child under 18. These meals will be available at eight Title I school sites for all eligible children.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

District personnel contacted childcare providers within the City and compiled a resource database of operational childcare providers during COVID-19 school closures. The database includes the provider's name, contact information, and information regarding services. District personnel use the database to connect families to childcare needs. This also includes referrals to the Orange County Child Care Association, which acts as a liaison to multiple childcare providers. Childcare information for essential workers is also posted to the district webpage. District personnel maintain contact with the California Department of Education in regards to directives and guidelines. Virtual meetings take place with community partners and district personnel to keep up to date on needs, resources, and strategies to support learning at home.

FSD continues to collaborate with community partners who include Children's Home Society, Early Childhood Orange County, First 5 Orange County, Orange County Department of Education, and Orange County Association for the Education of Young Children, to develop resources and referrals including child care sites for essential workers.

California Department of Education
May 2020

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ADOPT THE PROPOSED 2020/2021 BUDGET—ALL FUNDS

Background: Education Code section 52062 requires that the Board of Trustees hold a public hearing for the proposed budget at the same meeting as the public hearing for the Local Control Accountability Plan (LCAP). The public hearing must take place in advance of and at a meeting separate from the Board meeting to adopt the LCAP and the budget. The proposed 2020/2021 budget for all District funds is presented for the Board's review.

The Board members are acting as three different entities when discussing the 2020/2021 budget: (1) as the legislative body of the Fullerton School District identified as District 22; (2) as the legislative body of Community Facilities District No. 2000-01 (Van Daele) identified as District 40; and (3) as the legislative body of Community Facilities District No. 2001-1 (Amerige Heights) identified as District 48.

Rationale: Education Code sections 42127 and 52062 require every school district to hold a public hearing for the LCAP and the budget prior to adoption. Due to COVID-19 there is an exception this year, the LCAP will be going in December. In line with requirements, the District is taking COVID-19 Operations Written Report.

Funding: The District is projecting the following General Fund Unrestricted Fund Balance reserves as follows:

Fiscal Year Ended	*Available Funds Percentage	Assigned Funds Percentage	Total Percentage
June 30, 2021	9.72%	0.95%	10.77%
June 30, 2022	5.16%	0.00%	5.16%
June 30, 2023	3.00%	0.00%	3.00%

*Available Funds include Unassigned Funds and 3% Minimum Reserve for Economic Uncertainties.

Recommendation: Adopt the Proposed 2020/2021 Budget—All Funds.

RC:y
Attachments

FULLERTON SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DATE: June 23, 2020

TO: Board of Trustees
Robert Pletka, Ed.D.

FROM: Robert R. Coghlan, Ph.D.
Assistant Superintendent, Business Services

SUBJECT: PROPOSED BUDGET FOR 2020-21 AND MULTI-YEAR FINANCIAL PROJECTIONS

The estimated ending balances for the 2019-20 fiscal year and our initial budget for the 2020-21 fiscal year are presented here for your review and approval. The District is required by Education Code 42127 to adopt a budget for all District funds for the subsequent fiscal year by June 30 of each year. At the same time, the District presents its estimated actual financial results for the current fiscal year. This memo provides a summary of the assumptions used in the preparation of the budget, as well as an analysis of current multi-year financial projections for the District.

2019-20 Estimated Unaudited Actuals

The estimated unaudited actuals consist of the District's current budget adjusted to reflect projected and known changes through the end of the fiscal year. These adjustments include:

- Updating the final estimated Local Control Funding Formula (LCFF) projection to our California Department of Finance projection.
There are no material changes to the LCFF estimate since the Second Interim reporting.
- Updating categorical revenue accounts to reflect actual grant and entitlement amounts as apportioned by the state and federal governments.
Various minor changes to categorical programs have been incorporated into the budget for the Estimated Actuals.
- Analysis and revision of General Fund expense accounts:
Business Services staff have reviewed line item expenditure budgets, budget vs. actual, for all General Fund programs and accounts. Based upon this analysis, there are three material increases between the budget as presented at Second Interim and the Estimated Actuals.
 - Estimated Actuals adjusted for eRate to revenue and offsetting expenditures.
 - Estimated Actuals to increase for COVID expenses.
 - Estimated Actuals adjusted to decrease site and department discretionary funds for estimated spend in 2019-20 to spend in 2020-21.
- All other 2019-20 budget amounts are not expected to be materially different from the Second Interim budget and thus are carried forward to the year-end projection.

Based upon a review of current actual financial data (as of month-end May, 2020) and the adjustments noted above, the District estimates final unaudited results in the Unrestricted General Fund reflect an increase of \$1,578,552 from the previously reported budgeted net income from Second Interim.

Based upon the assumptions listed above, the Estimated Actuals show a total net decrease to the fund balance of (\$6,376,296). This consists of a net decrease in the Unrestricted Fund of (\$1,248,985) combined with a net decrease in the Restricted Fund of (\$5,127,311). This deficit spending primarily reflects a spending down of prior-year fund balance carryovers of \$1,254,869.

The estimated total ending General Fund balance at June 30, 2020, is \$31,618,755. The Unrestricted Ending Fund balance (Unassigned and Reserve for Economic Uncertainties) is estimated at \$27,703,755, which is 18.41% of total General Fund expenditures. (The state requirement is 3.0%.)

These projections constitute our best estimate at this time of how the District will finish the 2019-20 fiscal year. Final results will not be known until we close our books and prepare our year-end financial statements (J-200 Unaudited Actuals) in August. Results will be presented to the Board in early September.

2020-21 Budget

State Budget Outlook

On January 10, 2020, Governor Newsom introduced his proposed 2020-21 state budget, beginning the legislative process for the upcoming fiscal year. On May 14, 2020, he released his May Revision to his January budget. The May Revision outlines the Governor's expectations for the budget, which the Legislature then has until June 15 to revise and pass.

According to Governor Newsom, "This is no normal year. And this is no ordinary May Revision." With a budget deficit of \$54 billion, very different from his January proposal with a proposed \$5.6 billion surplus, the Governor meticulously outlines a variety of budget balancing strategies, including a variety of cancelled expansions, tax suspension, deferrals, use of reserve funds and reductions. Since mid-March, more than 4 million Californians have become unemployed. The state's revenue sources dropped and projections of the state's main revenue sources – personal income tax, sales and use tax and corporation tax – will be reduced in the budget year by 25.5%, 27.2% and 22.7% respectively. These revenues comprise more than 90% of the general fund reserve.

The Governor in his May Revision takes action to bring expenditures in line with available funding, using reserves to soften the blow. He is implementing a 10% cut to state programs including K-12 and higher education, child care and other state programs. Recognizing a statutory COLA that flows into LCFF, he has applied the 10% reduction, which will net a 7.92% decline in the LCFF base grant amount. The May Revision proposes \$4.4 billion in funding to LEAs to mitigate inequitable learning exacerbated by the COVID-19 pandemic. The funding will be allocated to districts with high concentration of English learners, low income and foster youth, and special education students. This funding as well as all items in the May Revision can change until it is signed by the Governor.

The provisions of Executive Order N-26-20 and Senate Bill 117, Chapter 3, Statutes of 2020 will become inoperative on July 1, 2020. This provided flexibility from in-person instruction for required minutes, days and related attendance reporting for apportionment. This will focus LEAs on the task of reopening schools.

At the time of this writing, the Legislature and the Governor are still in session, and the final budget has not yet been determined. The District budget presented here has been adjusted for the Governor's May Revision proposal for LCFF revenues, as well as the application of the COLA to state categorical programs. The total budget will be reviewed and adjusted once the state passes its final budget, and then continually throughout the year as new information is received.

FSD 2020-21 Budget

When building its budget, the District utilizes the most up-to-date information and forecasts that it has received from the California Department of Education (CDE) and the Orange County Department of Education (OCDE). The District is required to present its proposed budget for the ensuing fiscal year twice before the June 30 statutory deadline for passage by the Board of Trustees. Given that the Legislature is not required to pass the state budget until June 15, the District will usually not be able to incorporate the effects of the state's June budget in its own June budget. Further revisions to update the District's budget will then be made after the Governor signs the state budget.

Revenue accounts are estimated based upon the CDE's and OCDE's projections, as well as the District's 2019-20 reported P-2 ADA. The District has estimated state LCFF revenue using the annual percentages as projected by the Department of Finance for the May Revise. A COLA of 2.31% has been applied with a decline of 10% reduction. The District has not added any new state-funded programs to its budget. The Governor did not propose one-time discretionary funding. Deferral of the June 2020 apportionment (\$6,807,726) to July 2020 as well as deferral of 2020-21 apportionments for April, May and June 2021-22 (\$8,338,620) have been included in cash flow projections.

Expenditures are forecast taking into account all known and projected increases and decreases in expenditures, including changes due to our negotiated salary agreements, step and column, changes in staffing and benefits, changes in contracts and leases, and projected inflationary increases.

The District's budget is required by law to be reviewed and approved by OCDE. Our OCDE consultant reviews all of our detailed assumptions for both our 2020-21 budget and our three-year projection. A budget built on assumptions that cannot be verified and justified by OCDE will not be approved.

2020-21 July 1 Budget - Fiscal Solvency Statement

In preparing the 2020-21 July 1 Budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current year and the subsequent two fiscal years. If necessary, it is recognized that based on the Governor's May Revision to the proposal for the 2020-21 State Budget, that reduction will be made. No reductions are planned for 2020-21, but the Board recognized that \$8,000,000 in ongoing budget reduction in 2021-22 and an additional \$9,506,281 of reductions in 2022-23 will be required in order to maintain fiscal solvency.

The following provides more details on the budget.

Revenues

The 2020-21 General Fund Unrestricted budget projects total revenues of \$109.4 million, for a net decrease (from 2019-20 estimated revenues) of (\$13.1 million). The majority of the net change is due to a decrease of (\$11.2 million) for LCFF Funding due to 7.92% deficit factor. The other adjustments are due to estimated state revenue lower in 2020-21, as 2019-20 received \$1.7 million in Special Education PreK Grant. Restricted revenue projects an increase in Federal Revenue due to ESSER/CARES funding of \$2.2 million; on behalf payments (\$12.1 million) for STRS/PERS have been budgeted in 2020-21 (these are not in the budget for 2019-20).

LCFF income is projected to decrease due to an increase in the COLA of 2.31% less 10% reduction – net decline of 7.92% to LCFF base grant revenue, which will impact LCFF supplemental funding. FSD is in declining enrollment so this also takes into consideration an average daily attendance (ADA) decrease of 224.63. The unduplicated count percent is projected to increase slightly to 53.81% (increase of 0.62%). This results in a per-ADA decrease to LCFF funding of 7.88%.

The District P-2 ADA declined in fiscal 2019-20 by 224.63. The state allows a one-year "hold harmless"; this drop is reflected in the 2020-21 LCFF revenue. Although there is possible mention of additional "hold harmless" this has not been budgeted as it was not in the Governor's May Revise. This will be adjusted as needed.

Other revenues are based on historical trends and estimated actuals.

Expenditures

For 2020-21, total General Fund expenditures are projected at \$158.4 million. The budget reflects routine annual increases required by step and column movement, rate increases for health insurance and for STRS and PERS retirement plans, and other cost of living increases. The Governor's May Revise included relief in the amount of \$1.2 million for STRS and \$0.31 million for PERS. The rate increases have been pushed out a couple years in the projection. The offsetting expenditure to the on behalf STRS/PERS is also in the object code 3000's. See the attached list for more details.

Change in Fund Balance

Based upon these assumptions, the estimated total ending General Fund balance for the 2020-21 fiscal year shows a net decrease of (\$14,603,529) which is entirely from the reduction in the Unrestricted General Fund.

The estimated total ending General Fund balance for the 2020-21 fiscal year is \$17,015,226. The Unrestricted Ending Fund balance (Unassigned and Reserve for Economic Uncertainties) is estimated at \$15,395,226 which is 9.72% of total General Fund expenditures.

Three-Year Projection

The District is required to submit a three-year financial projection for the General Fund at the time of budget submission. However, unlike at First and Second Interim, the District is not required to certify the District's financial status at this time. Detailed assumptions for the preparation of the three-year projection are attached.

The most significant factors in the projection are the state-funded LCFF and the District's projected ADA.

LCFF: The District is utilizing the Department of Finance's estimated COLAs and LCFF Funding Rate percentages as of the Governor's May Revise budget proposal. The District is not projecting that its current 53.73% (3-year rolling average) Unduplicated Percentage of enrollment will fluctuate by more than 0.25% for the subsequent two years of the projection.

ADA: The District is projecting a decrease in enrollment of 205 in 2020-21, 125 in 2021-22 and no change in the 2022-23 fiscal year.

Taking into account all of these changes to the three-year projection, the District projects net decreases in the current and subsequent fiscal years in the Unrestricted General Fund. The projected Unrestricted General Fund ending-fund balance percentages are as follows:

Fiscal Year Ended	*Available Funds Percentage	Assigned Funds Percentage	Total Percentage
June 30, 2021	9.72%	0.95%	10.77%
June 30, 2022	5.16%	0.00%	5.16%
June 30, 2023	3.0%	0.00%	3.00%

*Available Funds include Unassigned Funds and 3% Minimum Reserve for Economic Uncertainties.

Required Disclosure under Education Code section 42127(a)(2)(b) regarding reasons for Ending Fund Balances above the state-recommended minimum level

Education Code section 42127(a)(2)(b) requires a statement of reason that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year be identified in the budget.

The District must also have funds available to mitigate the costs of declining enrollment to the District. Additionally, the reserve is maintained to provide for unplanned or emergency expenditures that might occur in the future. The District must also plan for future facilities needs. Finally, the District must also plan for future downturns in the state economy which could negatively affect the District’s budget.

In preparing the 2020-21 July 1 Budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current year and the subsequent two fiscal years. If necessary, it is recognized that based on the Governor’s May Revision to the proposal for the 2020-21 State Budget, that reduction will be made. No reductions are planned for 2020-21, but the Board recognized that \$8,000,000 in ongoing budget reduction in 2021-22 and an additional \$17,506,281 of reductions in 2022-23 will be required in order to maintain fiscal solvency.

Projected Unrestricted Ending Fund Balance:

	<u>3% Minimum Reserve</u>	<u>Nonspendable</u>	<u>Assigned</u>	<u>Unassigned</u>	<u>Total Fund Balance</u>
June 30, 2021	\$4,752,612	\$120,000	\$1,500,000	\$10,642,614	\$17,015,226
June 30, 2022	\$4,436,550	\$120,000	\$0	\$3,196,562	\$7,753,112
June 30, 2023	\$4,246,930	\$120,000	\$0	\$0	\$4,366,930

Conclusion

The 2020-21 Adopted Budget is an important document in the District’s ongoing communication to its stakeholders. The report provides accountability and evidence of stewardship to our community. Fullerton School District understands all the caveats in the May Revise and will take any future changes to the Board for approval on budget changes. In this ever changing situation, we continue to strive for long-term financial stability in line with Board Goal #2.

OTHER FUNDS

Child Development Fund: The Child Development Fund records the financial activities from the following District programs: state-funded preschool, state-funded before- and after-school programs, parent-paid before- and after-school care, and tuition-based preschool. Financial results project a small decrease of fund balance and a small spend-down of reserves for the budget year.

Cafeteria Fund: The Cafeteria Fund continues to operate in a strong financial position, ending fund balance. Participation in the National and State School Lunch and Breakfast programs continues to rise. Financial results are projected to decrease fund balance and a small spend-down of reserves for the budget year.

Deferred Maintenance Fund: The Deferred Maintenance Fund is projected to spend down reserves in both the current and budget years. The state suspended funding of the Deferred Maintenance program during the economic downturn and, with the advent of LCFF, has closed the program. The District plans to spend down the remaining reserves in this fund to complete required deferred maintenance projects.

Bond Building Fund: This fund accounts for amounts remaining from the District's former general obligation bonds proceeds. Certain capital expenditures which cannot be funded from the Deferred Maintenance, Developer Fee, or Special Reserve for Capital Outlay Funds are paid for from this fund. The District is in the process of closing out this fund also.

Capital Facilities Fund: The Capital Facilities Fund accounts for the collection and expenditure of developer fees. Approximately \$215,000 in fees will be collected in 2019-20. Revenues for the budget year are projected and budgeted as cash is received. Expenditures from this fund are for capital projects related to growth in student enrollment.

Special Reserve Fund—Capital Outlay Projects: This fund records financial activity primarily related to revenues received from the City of Fullerton as pass-through payments from their Redevelopment Agency. Various capital projects for schools in the designated Redevelopment Areas are financed through this fund.

Capital Projects Fund—Blended Components: This fund records the financial activity related to the District's two Community Facility Districts (CFDs). Revenues are taxes collected from homeowners, and expenditures are primarily payments to bondholders as well as administrative expenses related to the CFDs' operations. Various capital projects for schools in the CFD areas are financed through this fund.

Self-Insurance Fund: The Self-Insurance Fund consists of three sub-funds: Property and Liability, Workers' Compensation, and the Dental Self-Insurance Reserve.

The District is responsible for a \$5,000 deductible per claim for property damage, \$50,000 deductible per claim for liability, and \$1,000,000 per claim for Workers' Compensation. Excess insurance is purchased for amounts over the deductibles. Liabilities are projected and booked, and claims and claims expenses are paid through these two sub-funds. Excess insurance is also purchased from the funds. Currently the District charges a 1.2% payroll tax on all payrolls to fund the Workers' Compensation Fund. This rate provided sufficient funding to cover costs of excess insurance, claims and claims expenses, and the reserve for Incurred But Not Recorded (IBNR) claims for 2019-20.

The District funds the Property and Liability Fund by charging an allocated amount to the General Fund. The amount charged in 2019-20 provided sufficient funding.

The Dental Self-Insurance Reserve maintains a balance to pay any claims incurred by the District from a former JPA self-insurance plan in which it participated. There is no activity projected in this reserve.

**FULLERTON SCHOOL DISTRICT
GENERAL FUND BUDGET—2020-21
BUDGET HIGHLIGHTS—REVENUES**

LOCAL CONTROL FUNDING FORMULA

• Statutory Cost of Living Adjustment (COLA)	
○ Percentage	2.31%
○ Base Grant Proration Factor	-10.00%
○ Effective Change in LCFF	-7.92%
• District Unduplicated Percent (3-year rolling average)	53.73%
• Target/Gap Funding Rate	100%
• Per ADA Allocation	\$8,466
• Decrease in per ADA funding	\$724
• Net effect change in per pupil funding	-7.88%

AVERAGE DAILY ATTENDANCE (ADA)

• ADA Used in Calculation of 2020-21 LCFF	12,452.15
• Change from 2019-20 LCFF ADA	(237.53)
• ADA Loss	(\$2,010,929)

STATE REVENUES

• COLA applied to Special Education	2.31%
• COLA applied to all other state categorical programs	2.31%
• Lottery projected at \$207 per ADA (\$153 Unrestricted, \$54 Restricted)	\$2,689,568
• Mandated Cost Revenues-Block Grant (\$32.18/ADA)	\$400,319

**FULLERTON SCHOOL DISTRICT
GENERAL FUND BUDGET—2020-21
BUDGET HIGHLIGHTS—EXPENDITURES**

MAJOR CHANGES TO EXPENDITURE ACCOUNTS (Unrestricted General Fund)

SALARY AND BENEFITS

• Step and column increase	\$1,268,215
• Provision for increase in Health Insurance costs	\$500,000
• STRS and PERS rate changes	-\$381,946
• Attrition	-\$1,312,000

INCREASE IN GENERAL FUND CONTRIBUTIONS

• Special Education	\$770,187
• Routine Repair and Maintenance	\$291,044

INFLATION

• Consumer Price Index (CPI)	\$354,000
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Fullerton School District
2020-21 Budget Projection Assumptions
Fiscal Years Ending June 30, 2020, 2021, 2022, 2023

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
LCFF				
Statutory COLA	3.26%	2.31%	2.48%	3.26%
Effective Deficit Factor	N/A	-7.92%	N/A	N/A
Unduplicated Count Percent – 3-year rolling	53.62%	53.73%	53.72%	54.06%
Net per ADA Change to LCFF	3.39%	-7.88%	0.02%	0.07%
Dollars per ADA	\$9,190	\$8,466	\$8,468	\$8,474
Change from prior years	\$301	-\$724	\$2	\$6
Funded ADA	12,689.68	12,452.15	12,246.53	12,122.84
Change in Funded P-2 ADA (Decrease)	(266.05)	(237.53)	(205.62)	(123.69)
Categorical Program COLAs				
Federal Programs	3.26%	2.31%	2.48%	3.26%
State Programs	3.26%	2.31%	2.48%	3.26%
Special Education	3.26%	2.31%	2.48%	3.26%
Lottery (per ADA)	\$207	\$207	\$207	\$207
ESSER/CARES Funding	\$2,246,882	Ø	Ø	Ø
Mandated Costs	\$407,045	\$400,319	\$400,319	\$400,319
Contribution Special Education	\$12,942,526	\$13,712,713	\$14,055,531	\$14,406,919
Routine Repair and Maintenance (Contributions meet statutory minimums)	\$4,410,738	\$4,701,782	\$4,819,326	\$4,939,810

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Employee Compensation Increase (other than Step and Column)	Ongoing – 1.5% effective 7/1/19 One-time – 1.5%	Ø	Ø	Ø
Step and Column Increases				
Certificated	1.6%	1.6%	1.6%	1.6%
Classified	1.0%	1.0%	1.0%	1.0%
Benefits	1.0%	1.0%	1.0%	1.0%
STRS and PERS Increase (Decrease) Unrestricted	\$1,220,834	(\$381,946)	\$186,305	\$1,445,546
Estimated increase for health insurance	\$664,002	\$550,000	\$500,000	\$500,000
Supplies and Services	Current year projected expenditures	Current year projected expenditures adjusted by CPI 0.62% and known changes	Adjusted by CPI 1.73%	Adjusted by CPI 2.12%

FULLERTON ELEMENTARY SCHOOL DISTRICT
UNRESTRICTED GENERAL FUND
2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ 116,611,870	\$ 105,424,358
Federal Revenues	-	-
State Revenues	4,242,394	2,408,261
Other Local Revenues	1,655,628	1,567,977
Total Revenues	\$ 122,509,892	\$ 109,400,596
Expenditures		
Certificated Salaries	\$ 53,110,040	\$ 53,306,504
Classified Salaries	15,476,096	15,649,642
Employee Benefits	27,452,138	27,452,526
Books and Supplies	4,839,095	4,339,317
Services and Other Operating	6,305,209	6,024,780
Capital Outlay	132,963	110,000
Other Outgo	760,990	1,312,354
Direct Support	(910,775)	(990,088)
Total Expenditures	\$ 107,165,756	\$ 107,205,035
Excess (deficiency) of revenues over expenditures	\$ 15,344,136	\$ 2,195,561
Other Financing Sources (Uses)		
Interfund Transfers In	\$ 760,143	\$ 1,615,405
Interfund Transfers Out	-	-
Contributions	(17,353,264)	(18,414,495)
Total Other Financing Sources (Uses)	\$ (16,593,121)	\$ (16,799,090)
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (1,248,985)	\$ (14,603,529)
Beginning Fund Balance		
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	32,867,740	31,618,755
Ending Fund Balance	\$ 31,618,755	\$ 17,015,226
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	70,000	70,000
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	4,514,089	4,752,612
Restricted	-	-
Assigned	3,795,000	1,500,000
Unassigned	23,189,666	10,642,614
Total Ending Fund Balance	\$ 31,618,755	\$ 17,015,226

FULLERTON ELEMENTARY SCHOOL DISTRICT
 RESTRICTED GENERAL FUND
 2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	7,413,223	8,605,440
State Revenues	3,652,740	15,704,862
Other Local Revenues	9,757,318	8,490,554
Total Revenues	<u>\$ 20,823,281</u>	<u>\$ 32,800,856</u>
Expenditures		
Certificated Salaries	\$ 12,482,579	\$ 12,388,819
Classified Salaries	8,169,994	8,168,391
Employee Benefits	8,322,152	21,137,404
Books and Supplies	6,584,173	4,008,786
Services and Other Operating	4,196,181	3,755,238
Capital Outlay	2,087,285	250,880
Other Outgo	958,946	950,000
Direct Support	502,546	555,833
Total Expenditures	<u>\$ 43,303,856</u>	<u>\$ 51,215,351</u>
Excess (deficiency) of revenues over expenditures	\$ (22,480,575)	\$ (18,414,495)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	17,353,264	18,414,495
Total Other Financing Sources (Uses)	<u>\$ 17,353,264</u>	<u>\$ 18,414,495</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (5,127,311)</u>	<u>\$ -</u>
Beginning Fund Balance	\$ 5,127,311	\$ -
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	5,127,311	-
Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	-	-
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SUMMARY GENERAL FUND
2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ 116,611,870	\$ 105,424,358
Federal Revenues	7,413,223	8,605,440
State Revenues	7,895,134	18,113,123
Other Local Revenues	11,412,946	10,058,531
Total Revenues	\$ 143,333,173	\$ 142,201,452
Expenditures		
Certificated Salaries	\$ 65,592,619	\$ 65,695,323
Classified Salaries	23,646,090	23,818,033
Employee Benefits	35,774,290	48,589,930
Books and Supplies	11,423,268	8,348,103
Services and Other Operating	10,501,390	9,780,018
Capital Outlay	2,220,248	360,880
Other Outgo	1,719,936	2,262,354
Direct Support	(408,229)	(434,255)
Total Expenditures	\$ 150,469,612	\$ 158,420,386
Excess (deficiency) of revenues over expenditures	\$ (7,136,439)	\$ (16,218,934)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ 760,143	\$ 1,615,405
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	\$ 760,143	\$ 1,615,405
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (6,376,296)	\$ (14,603,529)
Beginning Fund Balance		
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	37,995,051	31,618,755
Ending Fund Balance	\$ 31,618,755	\$ 17,015,226
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ 50,000	\$ 50,000
Reserve for Stores	70,000	70,000
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	4,514,089	4,752,612
Restricted	-	-
Assigned	3,795,000	1,500,000
Unassigned	23,189,666	10,642,614
Total Ending Fund Balance	\$ 31,618,755	\$ 17,015,226

FULLERTON ELEMENTARY SCHOOL DISTRICT
CHILD DEVELOPMENT FUND
2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	2,213,949	2,440,273
Other Local Revenues	2,531,304	2,161,576
Total Revenues	<u>\$ 4,745,253</u>	<u>\$ 4,601,849</u>
Expenditures		
Certificated Salaries	\$ 848,933	\$ 831,476
Classified Salaries	2,140,914	1,914,776
Employee Benefits	1,077,764	1,377,251
Books and Supplies	498,555	444,676
Services and Other Operating	154,563	71,169
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	187,624	191,144
Total Expenditures	<u>\$ 4,908,353</u>	<u>\$ 4,830,492</u>
Excess (deficiency) of revenues over expenditures	\$ (163,100)	\$ (228,643)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (163,100)</u>	<u>\$ (228,643)</u>
Beginning Fund Balance		
Beginning Fund Balance	\$ 994,044	\$ 830,944
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>994,044</u>	<u>830,944</u>
Ending Fund Balance	<u>\$ 830,944</u>	<u>\$ 602,301</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	830,944	602,301
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 830,944</u>	<u>\$ 602,301</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
CAFETERIA FUND
2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	4,575,766	4,443,977
State Revenues	257,508	253,145
Other Local Revenues	1,345,212	1,463,419
Total Revenues	<u>\$ 6,178,486</u>	<u>\$ 6,160,541</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	2,137,610	2,136,273
Employee Benefits	1,042,050	1,110,043
Books and Supplies	2,564,200	2,531,348
Services and Other Operating	312,690	276,075
Capital Outlay	225,000	125,000
Other Outgo	-	-
Direct Support	220,605	243,111
Total Expenditures	<u>\$ 6,502,155</u>	<u>\$ 6,421,850</u>
Excess (deficiency) of revenues over expenditures	\$ (323,669)	\$ (261,309)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (323,669)	\$ (261,309)
Beginning Fund Balance		
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>1,936,722</u>	<u>1,613,053</u>
Ending Fund Balance	<u>\$ 1,613,053</u>	<u>\$ 1,351,744</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	1,613,053	1,351,744
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 1,613,053</u>	<u>\$ 1,351,744</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 DEFERRED MAINTENANCE FUND
 2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	400	150
Total Revenues	<u>\$ 400</u>	<u>\$ 150</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	4,190	15
Capital Outlay	44,654	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 48,844</u>	<u>\$ 15</u>
 Excess (deficiency) of revenues over expenditures	 \$ (48,444)	 \$ 135
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
 Excess (deficiency) of revenues over expenditures and other sources (uses)	 \$ (48,444)	 \$ 135
<hr/>		
Beginning Fund Balance	\$ 56,721	\$ 8,277
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>56,721</u>	<u>8,277</u>
Ending Fund Balance	<u>\$ 8,277</u>	<u>\$ 8,412</u>
 <i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	8,277	8,412
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 8,277</u>	<u>\$ 8,412</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
BUILDING FUND
2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	50	15
Total Revenues	<u>\$ 50</u>	<u>\$ 15</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	8,000	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 8,000</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures	\$ (7,950)	\$ 15
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ (7,950)</u>	<u>\$ 15</u>
Beginning Fund Balance	\$ 8,731	\$ 781
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>8,731</u>	<u>781</u>
Ending Fund Balance	<u><u>\$ 781</u></u>	<u><u>\$ 796</u></u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	781	796
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u><u>\$ 781</u></u>	<u><u>\$ 796</u></u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL FACILITIES FUND
 2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	110,500	78,000
Total Revenues	<u>\$ 110,500</u>	<u>\$ 78,000</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	81,150	-
Services and Other Operating	173,574	25,770
Capital Outlay	785,670	100,000
Other Outgo	31,461	31,461
Direct Support	-	-
Total Expenditures	<u>\$ 1,071,855</u>	<u>\$ 157,231</u>
Excess (deficiency) of revenues over expenditures	\$ (961,355)	\$ (79,231)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (961,355)	\$ (79,231)
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Beginning Fund Balance	\$ 1,299,605	\$ 338,250
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	1,299,605	338,250
Ending Fund Balance	<u>\$ 338,250</u>	<u>\$ 259,019</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	100,000	100,000
Assigned	-	-
Unassigned	238,250	159,019
Total Ending Fund Balance	<u>\$ 338,250</u>	<u>\$ 259,019</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
SPECIAL RESERVE FUND-CAPITAL OUTLAY PROJECTS
2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	654,000	520,000
Total Revenues	<u>\$ 654,000</u>	<u>\$ 520,000</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	30,000
Services and Other Operating	7,580	106,100
Capital Outlay	355,880	915,000
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 363,460</u>	<u>\$ 1,051,100</u>
Excess (deficiency) of revenues over expenditures	\$ 290,540	\$ (531,100)
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	<u>\$ 290,540</u>	<u>\$ (531,100)</u>
Beginning Fund Balance	\$ 2,532,241	\$ 2,822,781
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	<u>2,532,241</u>	<u>2,822,781</u>
Ending Fund Balance	<u>\$ 2,822,781</u>	<u>\$ 2,291,681</u>
<i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	1,785,708	1,785,708
Assigned	1,037,073	505,973
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 2,822,781</u>	<u>\$ 2,291,681</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 CAPITAL PROJECTS FUND-BLENDED COMPONENTS
 2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	1,998,487	911,351
Total Revenues	<u>\$ 1,998,487</u>	<u>\$ 911,351</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	146,120	150,471
Capital Outlay	-	-
Other Outgo	632,933	634,855
Direct Support	-	-
Total Expenditures	<u>\$ 779,053</u>	<u>\$ 785,326</u>
 Excess (deficiency) of revenues over expenditures	 \$ 1,219,434	 \$ 126,025
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Uses	1,122,395	222,541
Total Other Financing Sources (Uses)	<u>\$ (1,122,395)</u>	<u>\$ (222,541)</u>
 Excess (deficiency) of revenues over expenditures and other sources (uses)	 \$ 97,039	 \$ (96,516)
<hr/>		
Beginning Fund Balance	\$ 476,715	\$ 573,754
Audit Adjustment	-	-
Adjusted Beginning Fund Balance	476,715	573,754
Ending Fund Balance	<u>\$ 573,754</u>	<u>\$ 477,238</u>
 <i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	573,754	477,238
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 573,754</u>	<u>\$ 477,238</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 BOND INTEREST AND REDEMPTION FUND
 2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	-
Other Local Revenues	4,177,699	4,177,699
Total Revenues	<u>\$ 4,177,699</u>	<u>\$ 4,177,699</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	-	-
Employee Benefits	-	-
Books and Supplies	-	-
Services and Other Operating	-	-
Capital Outlay	-	-
Other Outgo	3,929,698	2,404,712
Direct Support	-	-
Total Expenditures	<u>\$ 3,929,698</u>	<u>\$ 2,404,712</u>
 Excess (deficiency) of revenues over expenditures	 \$ 248,001	 \$ 1,772,987
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
 Excess (deficiency) of revenues over expenditures and other sources (uses)	 \$ 248,001	 \$ 1,772,987
<hr/>		
Beginning Fund Balance	\$ 3,803,223	\$ 4,051,224
Other Restatements	-	-
Adjusted Beginning Fund Balance	3,803,223	4,051,224
Ending Fund Balance	<u>\$ 4,051,224</u>	<u>\$ 5,824,211</u>
 <i>Components of Ending Fund Balance:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	4,051,224	5,824,211
Assigned	-	-
Unassigned	-	-
Total Ending Fund Balance	<u>\$ 4,051,224</u>	<u>\$ 5,824,211</u>

FULLERTON ELEMENTARY SCHOOL DISTRICT
 SELF INSURANCE FUND
 2020-21

	Estimated Actuals 2019-20	Adopted Budget 2020-21
Revenues		
LCFF	\$ -	\$ -
Federal Revenues	-	-
State Revenues	-	10,647
Other Local Revenues	1,774,500	1,961,800
Total Revenues	<u>\$ 1,774,500</u>	<u>\$ 1,972,447</u>
Expenditures		
Certificated Salaries	\$ -	\$ -
Classified Salaries	173,743	185,519
Employee Benefits	92,238	111,693
Books and Supplies	66,971	35,215
Services and Other Operating	1,508,070	1,427,191
Capital Outlay	-	-
Other Outgo	-	-
Direct Support	-	-
Total Expenditures	<u>\$ 1,841,022</u>	<u>\$ 1,759,618</u>
Excess (deficiency) of revenues over expenditures	\$ (66,522)	\$ 212,829
Other Financing Sources (Uses)		
Interfund Transfers In	\$ -	\$ -
Interfund Transfers Out	-	-
Contributions	-	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>
Excess (deficiency) of revenues over expenditures and other sources (uses)	\$ (66,522)	\$ 212,829
<hr/>		
Beginning Net Position	\$ 1,829,031	\$ 1,762,509
Audit Adjustment	-	-
Adjusted Beginning Net Position	1,829,031	1,762,509
Ending Net Position	<u>\$ 1,762,509</u>	<u>\$ 1,975,338</u>
<i>Components of Ending Net Position:</i>		
Reserve for Revolving Cash	\$ -	\$ -
Reserve for Stores	-	-
Reserve for Prepaid Exp	-	-
Reserve for Econ Uncertainties	-	-
Restricted	-	-
Assigned	-	-
Unrestricted Net Position	1,762,509	1,975,338
Total Ending Net Position	<u>\$ 1,762,509</u>	<u>\$ 1,975,338</u>

ANNUAL BUDGET REPORT:
July 1, 2020 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Fullerton School District Business Office
Date: June 19, 2020

Place: Fullerton School District
Date: June 23, 2020
Time: 06:00 PM

Adoption Date: June 23, 2020

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Robert R. Coghlan, Ph.D.

Telephone: (714) 447-7412

Title: Asst. Superintendent Business Services

E-mail: robert_coghlan@myfsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		<ul style="list-style-type: none"> If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2019-20) annual payment? 		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		<ul style="list-style-type: none"> If yes, are they lifetime benefits? 	X	
		<ul style="list-style-type: none"> If yes, do benefits continue beyond age 65? If yes, are benefits funded by pay-as-you-go? 	X	X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		X
		<ul style="list-style-type: none"> Certificated? (Section S8A, Line 1) Classified? (Section S8B, Line 1) Management/supervisor/confidential? (Section S8C, Line 1) 		X
				X
S9	Local Control and Accountability Plan (LCAP)	<ul style="list-style-type: none"> Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? Adoption date of the LCAP or an update to the LCAP: 		X
			Not applicable	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Estimated Actuals	2020-21 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund		
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units	G	G
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund	G	G
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		S
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	
MYP	Multiyear Projections - General Fund		GS

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Estimated Actuals	2020-21 Budget
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(X) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ <u>2,908,242.00</u>
Less: Amount of total liabilities reserved in budget:	\$ <u>2,908,242.00</u>
Estimated accrued but unfunded liabilities:	\$ <u>0.00</u>

() This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

() This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 23, 2020

For additional information on this certification, please contact:

Name: Robert R. Coghlan, Ph.D.

Title: Asst. Superintendent Business Services

Telephone: (714) 447-7412

E-mail: robert_coghlan@myfsd.org

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	116,611,870.00	0.00	116,611,870.00	105,424,358.00	0.00	105,424,358.00	-9.6%
2) Federal Revenue		8100-8299	0.00	7,413,223.00	7,413,223.00	0.00	8,605,440.00	8,605,440.00	16.1%
3) Other State Revenue		8300-8599	4,242,394.00	3,652,740.00	7,895,134.00	2,408,261.00	15,704,862.00	18,113,123.00	129.4%
4) Other Local Revenue		8600-8799	1,655,628.00	9,757,318.00	11,412,946.00	1,567,977.00	8,490,554.00	10,058,531.00	-11.9%
5) TOTAL, REVENUES			122,509,892.00	20,823,281.00	143,333,173.00	109,400,596.00	32,800,856.00	142,201,452.00	-0.8%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	53,110,040.00	12,482,579.00	65,592,619.00	53,306,504.00	12,388,819.00	65,695,323.00	0.2%
2) Classified Salaries		2000-2999	15,476,096.00	8,169,994.00	23,646,090.00	15,649,642.00	8,168,391.00	23,818,033.00	0.7%
3) Employee Benefits		3000-3999	27,452,138.00	8,322,152.00	35,774,290.00	27,452,526.00	21,137,404.00	48,589,930.00	35.8%
4) Books and Supplies		4000-4999	4,839,095.00	6,584,173.00	11,423,268.00	4,339,317.00	4,008,786.00	8,348,103.00	-26.9%
5) Services and Other Operating Expenditures		5000-5999	6,305,209.00	4,196,181.00	10,501,390.00	6,024,780.00	3,755,238.00	9,780,018.00	-6.9%
6) Capital Outlay		6000-6999	132,963.00	2,087,285.00	2,220,248.00	110,000.00	250,880.00	360,880.00	-83.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	760,990.00	958,946.00	1,719,936.00	1,312,354.00	950,000.00	2,262,354.00	31.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(910,775.00)	502,546.00	(408,229.00)	(990,088.00)	555,833.00	(434,255.00)	6.4%
9) TOTAL, EXPENDITURES			107,165,756.00	43,303,856.00	150,469,612.00	107,205,035.00	51,215,351.00	158,420,386.00	5.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			15,344,136.00	(22,480,575.00)	(7,136,439.00)	2,195,561.00	(18,414,495.00)	(16,218,934.00)	127.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	760,143.00	0.00	760,143.00	1,615,405.00	0.00	1,615,405.00	112.5%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(17,353,264.00)	17,353,264.00	0.00	(18,414,495.00)	18,414,495.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(16,593,121.00)	17,353,264.00	760,143.00	(16,799,090.00)	18,414,495.00	1,615,405.00	112.5%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,248,985.00)	(5,127,311.00)	(6,376,296.00)	(14,603,529.00)	0.00	(14,603,529.00)	129.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	32,867,740.00	5,127,311.00	37,995,051.00	31,618,755.00	0.00	31,618,755.00	-16.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			32,867,740.00	5,127,311.00	37,995,051.00	31,618,755.00	0.00	31,618,755.00	-16.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			32,867,740.00	5,127,311.00	37,995,051.00	31,618,755.00	0.00	31,618,755.00	-16.8%
2) Ending Balance, June 30 (E + F1e)			31,618,755.00	0.00	31,618,755.00	17,015,226.00	0.00	17,015,226.00	-46.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	70,000.00	0.00	70,000.00	70,000.00	0.00	70,000.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	3,795,000.00	0.00	3,795,000.00	1,500,000.00	0.00	1,500,000.00	-60.5%
Textbook Adoptions	0000	9780				900,000.00		900,000.00	
Deferred Maintenance	0000	9780				600,000.00		600,000.00	
Textbook Adoptions	0000	9780	2,000,000.00		2,000,000.00				
Deferred Maintenance	0000	9780	600,000.00		600,000.00				
LCFF Supplemental (carryover) 302	0000	9780	717,000.00		717,000.00				
LCFF Base (carryover) 304	0000	9780	278,000.00		278,000.00				
Ed Srvcs/Mandated 384	0000	9780	200,000.00		200,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	4,514,089.00	0.00	4,514,089.00	4,752,612.00	0.00	4,752,612.00	5.3%
Unassigned/Unappropriated Amount			23,189,666.00	0.00	23,189,666.00	10,642,614.00	0.00	10,642,614.00	-54.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	52,449,041.00	0.00	52,449,041.00	42,462,542.00	0.00	42,462,542.00	-19.0%
Education Protection Account State Aid - Current Year		8012	10,659,827.00	0.00	10,659,827.00	9,458,814.00	0.00	9,458,814.00	-11.3%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	205,338.00	0.00	205,338.00	205,338.00	0.00	205,338.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	39,528,106.00	0.00	39,528,106.00	39,528,106.00	0.00	39,528,106.00	0.0%
Unsecured Roll Taxes		8042	1,190,835.00	0.00	1,190,835.00	1,190,835.00	0.00	1,190,835.00	0.0%
Prior Years' Taxes		8043	500,434.00	0.00	500,434.00	500,434.00	0.00	500,434.00	0.0%
Supplemental Taxes		8044	1,334,181.00	0.00	1,334,181.00	1,334,181.00	0.00	1,334,181.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	6,623,710.00	0.00	6,623,710.00	6,623,710.00	0.00	6,623,710.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	4,120,398.00	0.00	4,120,398.00	4,120,398.00	0.00	4,120,398.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			116,611,870.00	0.00	116,611,870.00	105,424,358.00	0.00	105,424,358.00	-9.6%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			116,611,870.00	0.00	116,611,870.00	105,424,358.00	0.00	105,424,358.00	-9.6%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,445,067.00	2,445,067.00	0.00	2,509,148.00	2,509,148.00	2.6%
Special Education Discretionary Grants		8182	0.00	68,032.00	68,032.00	0.00	70,504.00	70,504.00	3.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,921,711.00	2,921,711.00		2,257,849.00	2,257,849.00	-22.7%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		443,147.00	443,147.00		377,377.00	377,377.00	-14.8%
Title III, Part A, Immigrant Student Program	4201	8290		30,092.00	30,092.00		30,370.00	30,370.00	0.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		556,752.00	556,752.00		528,914.00	528,914.00	-5.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		583,422.00	583,422.00		204,396.00	204,396.00	-65.0%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	365,000.00	365,000.00	0.00	2,626,882.00	2,626,882.00	619.7%
TOTAL, FEDERAL REVENUE			0.00	7,413,223.00	7,413,223.00	0.00	8,605,440.00	8,605,440.00	16.1%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	407,045.00	0.00	407,045.00	400,319.00	0.00	400,319.00	-1.7%
Lottery - Unrestricted and Instructional Materials		8560	2,048,336.00	773,515.00	2,821,851.00	1,987,942.00	701,626.00	2,689,568.00	-4.7%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		1,794,869.00	1,794,869.00		1,796,968.00	1,796,968.00	0.1%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		464.00	464.00		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,787,013.00	1,083,892.00	2,870,905.00	20,000.00	13,206,268.00	13,226,268.00	360.7%
TOTAL, OTHER STATE REVENUE			4,242,394.00	3,652,740.00	7,895,134.00	2,408,261.00	15,704,862.00	18,113,123.00	129.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	15,000.00	0.00	15,000.00	30,000.00	0.00	30,000.00	100.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	75,000.00	0.00	75,000.00	45,000.00	0.00	45,000.00	-40.0%
Interest		8660	642,616.00	0.00	642,616.00	600,000.00	0.00	600,000.00	-6.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	923,012.00	2,588,396.00	3,511,408.00	892,977.00	1,321,632.00	2,214,609.00	-36.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		7,168,922.00	7,168,922.00		7,168,922.00	7,168,922.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,655,628.00	9,757,318.00	11,412,946.00	1,567,977.00	8,490,554.00	10,058,531.00	-11.9%
TOTAL, REVENUES			122,509,892.00	20,823,281.00	143,333,173.00	109,400,596.00	32,800,856.00	142,201,452.00	-0.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	44,539,328.00	10,289,875.00	54,829,203.00	44,445,504.00	9,993,330.00	54,438,834.00	-0.7%
Certificated Pupil Support Salaries		1200	1,558,980.00	1,033,001.00	2,591,981.00	1,749,338.00	1,140,584.00	2,889,922.00	11.5%
Certificated Supervisors' and Administrators' Salaries		1300	6,256,267.00	1,139,703.00	7,395,970.00	6,369,225.00	1,191,905.00	7,561,130.00	2.2%
Other Certificated Salaries		1900	755,465.00	20,000.00	775,465.00	742,437.00	63,000.00	805,437.00	3.9%
TOTAL, CERTIFICATED SALARIES			53,110,040.00	12,482,579.00	65,592,619.00	53,306,504.00	12,388,819.00	65,695,323.00	0.2%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,566,960.00	5,042,070.00	6,609,030.00	1,844,948.00	5,032,668.00	6,877,616.00	4.1%
Classified Support Salaries		2200	7,141,301.00	1,369,146.00	8,510,447.00	7,122,061.00	1,389,057.00	8,511,118.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	1,461,309.00	1,026,531.00	2,487,840.00	1,451,194.00	1,037,625.00	2,488,819.00	0.0%
Clerical, Technical and Office Salaries		2400	4,740,717.00	715,677.00	5,456,394.00	4,614,999.00	700,841.00	5,315,840.00	-2.6%
Other Classified Salaries		2900	565,809.00	16,570.00	582,379.00	616,440.00	8,200.00	624,640.00	7.3%
TOTAL, CLASSIFIED SALARIES			15,476,096.00	8,169,994.00	23,646,090.00	15,649,642.00	8,168,391.00	23,818,033.00	0.7%
EMPLOYEE BENEFITS									
STRS		3101-3102	9,145,399.00	2,109,331.00	11,254,730.00	8,440,806.00	13,519,928.00	21,960,734.00	95.1%
PERS		3201-3202	2,719,351.00	1,488,289.00	4,207,640.00	2,761,403.00	2,609,325.00	5,370,728.00	27.6%
OASDI/Medicare/Alternative		3301-3302	1,930,942.00	845,223.00	2,776,165.00	1,944,300.00	846,187.00	2,790,487.00	0.5%
Health and Welfare Benefits		3401-3402	12,003,867.00	3,327,722.00	15,331,589.00	12,157,411.00	3,592,674.00	15,750,085.00	2.7%
Unemployment Insurance		3501-3502	35,668.00	10,470.00	46,138.00	33,943.00	12,466.00	46,409.00	0.6%
Workers' Compensation		3601-3602	622,182.00	249,805.00	871,987.00	812,655.00	257,175.00	1,069,830.00	22.7%
OPEB, Allocated		3701-3702	634,845.00	291,312.00	926,157.00	947,124.00	299,649.00	1,246,773.00	34.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	359,884.00	0.00	359,884.00	354,884.00	0.00	354,884.00	-1.4%
TOTAL, EMPLOYEE BENEFITS			27,452,138.00	8,322,152.00	35,774,290.00	27,452,526.00	21,137,404.00	48,589,930.00	35.8%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	213,434.00	213,434.00	0.00	50,000.00	50,000.00	-76.6%
Books and Other Reference Materials		4200	125.00	0.00	125.00	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	3,450,628.00	6,041,452.00	9,492,080.00	2,575,212.00	3,720,294.00	6,295,506.00	-33.7%
Noncapitalized Equipment		4400	1,388,342.00	329,287.00	1,717,629.00	1,764,105.00	238,492.00	2,002,597.00	16.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,839,095.00	6,584,173.00	11,423,268.00	4,339,317.00	4,008,786.00	8,348,103.00	-26.9%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	245,677.00	245,677.00	0.00	225,000.00	225,000.00	-8.4%
Travel and Conferences		5200	333,988.00	198,287.00	532,275.00	302,458.00	98,644.00	401,102.00	-24.6%
Dues and Memberships		5300	50,025.00	4,100.00	54,125.00	59,440.00	3,100.00	62,540.00	15.5%
Insurance		5400 - 5450	766,100.00	15,000.00	781,100.00	766,100.00	15,000.00	781,100.00	0.0%
Operations and Housekeeping Services		5500	1,550,000.00	0.00	1,550,000.00	1,585,000.00	0.00	1,585,000.00	2.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	331,051.00	472,789.00	803,840.00	244,055.00	491,861.00	735,916.00	-8.4%
Transfers of Direct Costs		5710	(88,429.00)	88,429.00	0.00	(63,548.00)	63,548.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(11,600.00)	(500.00)	(12,100.00)	(6,900.00)	(100.00)	(7,000.00)	-42.1%
Professional/Consulting Services and Operating Expenditures		5800	2,426,466.00	3,128,899.00	5,555,365.00	2,185,988.00	2,821,175.00	5,007,163.00	-9.9%
Communications		5900	947,608.00	43,500.00	991,108.00	952,187.00	37,010.00	989,197.00	-0.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,305,209.00	4,196,181.00	10,501,390.00	6,024,780.00	3,755,238.00	9,780,018.00	-6.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	1,275,000.00	1,275,000.00	0.00	115,000.00	115,000.00	-91.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	806,285.00	806,285.00	0.00	125,880.00	125,880.00	-84.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	72,963.00	0.00	72,963.00	50,000.00	0.00	50,000.00	-31.5%
Equipment Replacement		6500	60,000.00	6,000.00	66,000.00	60,000.00	10,000.00	70,000.00	6.1%
TOTAL, CAPITAL OUTLAY			132,963.00	2,087,285.00	2,220,248.00	110,000.00	250,880.00	360,880.00	-83.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	100,000.00	100,000.00	0.00	110,000.00	110,000.00	10.0%
Payments to County Offices		7142	210,000.00	858,946.00	1,068,946.00	210,000.00	840,000.00	1,050,000.00	-1.8%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	134,203.00	0.00	134,203.00	128,750.00	0.00	128,750.00	-4.1%
Other Debt Service - Principal		7439	416,787.00	0.00	416,787.00	973,604.00	0.00	973,604.00	133.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			760,990.00	958,946.00	1,719,936.00	1,312,354.00	950,000.00	2,262,354.00	31.5%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(502,546.00)	502,546.00	0.00	(555,833.00)	555,833.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(408,229.00)	0.00	(408,229.00)	(434,255.00)	0.00	(434,255.00)	6.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(910,775.00)	502,546.00	(408,229.00)	(990,088.00)	555,833.00	(434,255.00)	6.4%
TOTAL, EXPENDITURES			107,165,756.00	43,303,856.00	150,469,612.00	107,205,035.00	51,215,351.00	158,420,386.00	5.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	760,143.00	0.00	760,143.00	1,615,405.00	0.00	1,615,405.00	112.5%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			760,143.00	0.00	760,143.00	1,615,405.00	0.00	1,615,405.00	112.5%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(17,353,264.00)	17,353,264.00	0.00	(18,414,495.00)	18,414,495.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(17,353,264.00)	17,353,264.00	0.00	(18,414,495.00)	18,414,495.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(16,593,121.00)	17,353,264.00	760,143.00	(16,799,090.00)	18,414,495.00	1,615,405.00	112.5%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	116,611,870.00	0.00	116,611,870.00	105,424,358.00	0.00	105,424,358.00	-9.6%
2) Federal Revenue		8100-8299	0.00	7,413,223.00	7,413,223.00	0.00	8,605,440.00	8,605,440.00	16.1%
3) Other State Revenue		8300-8599	4,242,394.00	3,652,740.00	7,895,134.00	2,408,261.00	15,704,862.00	18,113,123.00	129.4%
4) Other Local Revenue		8600-8799	1,655,628.00	9,757,318.00	11,412,946.00	1,567,977.00	8,490,554.00	10,058,531.00	-11.9%
5) TOTAL REVENUES			122,509,892.00	20,823,281.00	143,333,173.00	109,400,596.00	32,800,856.00	142,201,452.00	-0.8%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		68,293,121.00	29,239,671.00	97,532,792.00	67,587,693.00	34,106,328.00	101,694,021.00	4.3%
2) Instruction - Related Services	2000-2999		16,301,834.00	3,408,049.00	19,709,883.00	17,084,731.00	6,848,566.00	23,933,297.00	21.4%
3) Pupil Services	3000-3999		5,838,432.00	2,675,675.00	8,514,107.00	6,287,497.00	3,517,898.00	9,805,395.00	15.2%
4) Ancillary Services	4000-4999		17,401.00	0.00	17,401.00	18,007.00	3,456.00	21,463.00	23.3%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		7,232,697.00	737,966.00	7,970,663.00	6,360,721.00	985,907.00	7,346,628.00	-7.8%
8) Plant Services	8000-8999		8,721,281.00	6,283,549.00	15,004,830.00	8,554,032.00	4,803,196.00	13,357,228.00	-11.0%
9) Other Outgo	9000-9999	Except 7600-7699	760,990.00	958,946.00	1,719,936.00	1,312,354.00	950,000.00	2,262,354.00	31.5%
10) TOTAL EXPENDITURES			107,165,756.00	43,303,856.00	150,469,612.00	107,205,035.00	51,215,351.00	158,420,386.00	5.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			15,344,136.00	(22,480,575.00)	(7,136,439.00)	2,195,561.00	(18,414,495.00)	(16,218,934.00)	127.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	760,143.00	0.00	760,143.00	1,615,405.00	0.00	1,615,405.00	112.5%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(17,353,264.00)	17,353,264.00	0.00	(18,414,495.00)	18,414,495.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(16,593,121.00)	17,353,264.00	760,143.00	(16,799,090.00)	18,414,495.00	1,615,405.00	112.5%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,248,985.00)	(5,127,311.00)	(6,376,296.00)	(14,603,529.00)	0.00	(14,603,529.00)	129.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	32,867,740.00	5,127,311.00	37,995,051.00	31,618,755.00	0.00	31,618,755.00	-16.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			32,867,740.00	5,127,311.00	37,995,051.00	31,618,755.00	0.00	31,618,755.00	-16.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			32,867,740.00	5,127,311.00	37,995,051.00	31,618,755.00	0.00	31,618,755.00	-16.8%
2) Ending Balance, June 30 (E + F1e)			31,618,755.00	0.00	31,618,755.00	17,015,226.00	0.00	17,015,226.00	-46.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	70,000.00	0.00	70,000.00	70,000.00	0.00	70,000.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	3,795,000.00	0.00	3,795,000.00	1,500,000.00	0.00	1,500,000.00	-60.5%
Textbook Adoptions	0000	9780				900,000.00		900,000.00	
Deferred Maintenance	0000	9780				600,000.00		600,000.00	
Textbook Adoptions	0000	9780	2,000,000.00		2,000,000.00				
Deferred Maintenance	0000	9780	600,000.00		600,000.00				
LCFF Supplemental (carryover) 302	0000	9780	717,000.00		717,000.00				
LCFF Base (carryover) 304	0000	9780	278,000.00		278,000.00				
Ed Svcs/Mandated 384	0000	9780	200,000.00		200,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	4,514,089.00	0.00	4,514,089.00	4,752,612.00	0.00	4,752,612.00	5.3%
Unassigned/Unappropriated Amount		9790	23,189,666.00	0.00	23,189,666.00	10,642,614.00	0.00	10,642,614.00	-54.1%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,213,949.00	2,440,273.00	10.2%
4) Other Local Revenue		8600-8799	2,531,304.00	2,161,576.00	-14.6%
5) TOTAL, REVENUES			4,745,253.00	4,601,849.00	-3.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	848,933.00	831,476.00	-2.1%
2) Classified Salaries		2000-2999	2,140,914.00	1,914,776.00	-10.6%
3) Employee Benefits		3000-3999	1,077,764.00	1,377,251.00	27.8%
4) Books and Supplies		4000-4999	498,555.00	444,676.00	-10.8%
5) Services and Other Operating Expenditures		5000-5999	154,563.00	71,169.00	-54.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	187,624.00	191,144.00	1.9%
9) TOTAL, EXPENDITURES			4,908,353.00	4,830,492.00	-1.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(163,100.00)	(228,643.00)	40.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(163,100.00)	(228,643.00)	40.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	994,044.00	830,944.00	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			994,044.00	830,944.00	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			994,044.00	830,944.00	-16.4%
2) Ending Balance, June 30 (E + F1e)			830,944.00	602,301.00	-27.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	830,944.00	602,301.00	-27.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	2,055,155.00	2,078,874.00	1.2%
All Other State Revenue	All Other	8590	158,794.00	361,399.00	127.6%
TOTAL, OTHER STATE REVENUE			2,213,949.00	2,440,273.00	10.2%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	29,500.00	26,000.00	-11.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	2,501,804.00	2,135,576.00	-14.6%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,531,304.00	2,161,576.00	-14.6%
TOTAL, REVENUES			4,745,253.00	4,601,849.00	-3.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	669,492.00	616,974.00	-7.8%
Certificated Pupil Support Salaries		1200	111,538.00	145,581.00	30.5%
Certificated Supervisors' and Administrators' Salaries		1300	67,903.00	68,921.00	1.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			848,933.00	831,476.00	-2.1%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,785,981.00	1,513,423.00	-15.3%
Classified Support Salaries		2200	6,000.00	6,000.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	126,646.00	185,283.00	46.3%
Clerical, Technical and Office Salaries		2400	222,287.00	210,070.00	-5.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,140,914.00	1,914,776.00	-10.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	111,415.00	216,741.00	94.5%
PERS		3201-3202	351,307.00	482,633.00	37.4%
OASDI/Medicare/Alternative		3301-3302	178,174.00	172,543.00	-3.2%
Health and Welfare Benefits		3401-3402	359,043.00	433,888.00	20.8%
Unemployment Insurance		3501-3502	1,471.00	1,348.00	-8.4%
Workers' Compensation		3601-3602	35,247.00	32,353.00	-8.2%
OPEB, Allocated		3701-3702	41,107.00	37,745.00	-8.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,077,764.00	1,377,251.00	27.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	480,535.00	426,676.00	-11.2%
Noncapitalized Equipment		4400	18,020.00	18,000.00	-0.1%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			498,555.00	444,676.00	-10.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	44,756.00	20,269.00	-54.7%
Dues and Memberships		5300	2,100.00	1,800.00	-14.3%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,000.00	5,000.00	-37.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,350.00	6,400.00	-38.2%
Professional/Consulting Services and Operating Expenditures		5800	72,357.00	26,700.00	-63.1%
Communications		5900	17,000.00	11,000.00	-35.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			154,563.00	71,169.00	-54.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	187,624.00	191,144.00	1.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			187,624.00	191,144.00	1.9%
TOTAL, EXPENDITURES			4,908,353.00	4,830,492.00	-1.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,213,949.00	2,440,273.00	10.2%
4) Other Local Revenue		8600-8799	2,531,304.00	2,161,576.00	-14.6%
5) TOTAL, REVENUES			4,745,253.00	4,601,849.00	-3.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		3,857,615.00	3,603,296.00	-6.6%
2) Instruction - Related Services	2000-2999		703,191.00	806,692.00	14.7%
3) Pupil Services	3000-3999		153,305.00	222,742.00	45.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		187,624.00	191,144.00	1.9%
8) Plant Services	8000-8999		6,618.00	6,618.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,908,353.00	4,830,492.00	-1.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(163,100.00)	(228,643.00)	40.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(163,100.00)	(228,643.00)	40.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	994,044.00	830,944.00	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			994,044.00	830,944.00	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			994,044.00	830,944.00	-16.4%
2) Ending Balance, June 30 (E + F1e)			830,944.00	602,301.00	-27.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	830,944.00	602,301.00	-27.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
<hr/>		<hr/>	
Total, Restricted Balance		0.00	0.00
		<hr/>	

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,575,766.00	4,443,977.00	-2.9%
3) Other State Revenue		8300-8599	257,508.00	253,145.00	-1.7%
4) Other Local Revenue		8600-8799	1,345,212.00	1,463,419.00	8.8%
5) TOTAL, REVENUES			6,178,486.00	6,160,541.00	-0.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,137,610.00	2,136,273.00	-0.1%
3) Employee Benefits		3000-3999	1,042,050.00	1,110,043.00	6.5%
4) Books and Supplies		4000-4999	2,564,200.00	2,531,348.00	-1.3%
5) Services and Other Operating Expenditures		5000-5999	312,690.00	276,075.00	-11.7%
6) Capital Outlay		6000-6999	225,000.00	125,000.00	-44.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	220,605.00	243,111.00	10.2%
9) TOTAL, EXPENDITURES			6,502,155.00	6,421,850.00	-1.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(323,669.00)	(261,309.00)	-19.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(323,669.00)	(261,309.00)	-19.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,936,722.00	1,613,053.00	-16.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,936,722.00	1,613,053.00	-16.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,936,722.00	1,613,053.00	-16.7%
2) Ending Balance, June 30 (E + F1e)			1,613,053.00	1,351,744.00	-16.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,613,053.00	1,351,744.00	-16.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	4,575,766.00	4,443,977.00	-2.9%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,575,766.00	4,443,977.00	-2.9%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	257,508.00	253,145.00	-1.7%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			257,508.00	253,145.00	-1.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	1,306,562.00	1,424,819.00	9.1%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	3,500.00	3,500.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	35,150.00	35,100.00	-0.1%
TOTAL, OTHER LOCAL REVENUE			1,345,212.00	1,463,419.00	8.8%
TOTAL, REVENUES			6,178,486.00	6,160,541.00	-0.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,830,038.00	1,777,840.00	-2.9%
Classified Supervisors' and Administrators' Salaries		2300	307,572.00	358,433.00	16.5%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			2,137,610.00	2,136,273.00	-0.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	442,485.00	484,507.00	9.5%
OASDI/Medicare/Alternative		3301-3302	164,027.00	163,925.00	-0.1%
Health and Welfare Benefits		3401-3402	378,891.00	405,000.00	6.9%
Unemployment Insurance		3501-3502	1,069.00	1,068.00	-0.1%
Workers' Compensation		3601-3602	25,651.00	25,635.00	-0.1%
OPEB, Allocated		3701-3702	29,927.00	29,908.00	-0.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,042,050.00	1,110,043.00	6.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	247,200.00	241,548.00	-2.3%
Noncapitalized Equipment		4400	40,000.00	100,000.00	150.0%
Food		4700	2,277,000.00	2,189,800.00	-3.8%
TOTAL, BOOKS AND SUPPLIES			2,564,200.00	2,531,348.00	-1.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	22,000.00	22,700.00	3.2%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	2,452.00	2,500.00	2.0%
Operations and Housekeeping Services		5500	61,500.00	56,000.00	-8.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	108,500.00	104,975.00	-3.2%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	61,238.00	29,900.00	-51.2%
Communications		5900	57,000.00	60,000.00	5.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			312,690.00	276,075.00	-11.7%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	225,000.00	125,000.00	-44.4%
TOTAL, CAPITAL OUTLAY			225,000.00	125,000.00	-44.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	220,605.00	243,111.00	10.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			220,605.00	243,111.00	10.2%
TOTAL, EXPENDITURES			6,502,155.00	6,421,850.00	-1.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,575,766.00	4,443,977.00	-2.9%
3) Other State Revenue		8300-8599	257,508.00	253,145.00	-1.7%
4) Other Local Revenue		8600-8799	1,345,212.00	1,463,419.00	8.8%
5) TOTAL, REVENUES			6,178,486.00	6,160,541.00	-0.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		6,220,050.00	6,122,739.00	-1.6%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		220,605.00	243,111.00	10.2%
8) Plant Services	8000-8999		61,500.00	56,000.00	-8.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			6,502,155.00	6,421,850.00	-1.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(323,669.00)	(261,309.00)	-19.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(323,669.00)	(261,309.00)	-19.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,936,722.00	1,613,053.00	-16.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,936,722.00	1,613,053.00	-16.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,936,722.00	1,613,053.00	-16.7%
2) Ending Balance, June 30 (E + F1e)			1,613,053.00	1,351,744.00	-16.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,613,053.00	1,351,744.00	-16.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	1,613,053.00	1,351,744.00
Total, Restricted Balance		<u>1,613,053.00</u>	<u>1,351,744.00</u>

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	150.00	-62.5%
5) TOTAL, REVENUES			400.00	150.00	-62.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	4,190.00	15.00	-99.6%
6) Capital Outlay		6000-6999	44,654.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			48,844.00	15.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(48,444.00)	135.00	-100.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(48,444.00)	135.00	-100.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	56,721.00	8,277.00	-85.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,721.00	8,277.00	-85.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			56,721.00	8,277.00	-85.4%
2) Ending Balance, June 30 (E + F1e)			8,277.00	8,412.00	1.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	8,277.00	8,412.00	1.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	400.00	150.00	-62.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			400.00	150.00	-62.5%
TOTAL, REVENUES			400.00	150.00	-62.5%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,150.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	40.00	15.00	-62.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,190.00	15.00	-99.6%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	44,654.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			44,654.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			48,844.00	15.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	150.00	-62.5%
5) TOTAL, REVENUES			400.00	150.00	-62.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		48,844.00	15.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			48,844.00	15.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			(48,444.00)	135.00	-100.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(48,444.00)	135.00	-100.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	56,721.00	8,277.00	-85.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,721.00	8,277.00	-85.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			56,721.00	8,277.00	-85.4%
2) Ending Balance, June 30 (E + F1e)			8,277.00	8,412.00	1.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	8,277.00	8,412.00	1.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
<hr/>			
	Total, Restricted Balance	<hr/> 0.00	<hr/> 0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50.00	15.00	-70.0%
5) TOTAL, REVENUES			50.00	15.00	-70.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	8,000.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,000.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(7,950.00)	15.00	-100.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(7,950.00)	15.00	-100.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,731.00	781.00	-91.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,731.00	781.00	-91.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,731.00	781.00	-91.1%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	781.00	796.00	1.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	50.00	15.00	-70.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			50.00	15.00	-70.0%
TOTAL, REVENUES			50.00	15.00	-70.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	8,000.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,000.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			8,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50.00	15.00	-70.0%
5) TOTAL, REVENUES			50.00	15.00	-70.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		8,000.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			8,000.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(7,950.00)	15.00	-100.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(7,950.00)	15.00	-100.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	8,731.00	781.00	-91.1%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			8,731.00	781.00	-91.1%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			8,731.00	781.00	-91.1%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
		9711	0.00	0.00	0.0%
		9712	0.00	0.00	0.0%
		9713	0.00	0.00	0.0%
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
		9750	0.00	0.00	0.0%
		9760	0.00	0.00	0.0%
d) Assigned					
		9780	781.00	796.00	1.9%
e) Unassigned/Unappropriated					
		9789	0.00	0.00	0.0%
		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	110,500.00	78,000.00	-29.4%
5) TOTAL, REVENUES			110,500.00	78,000.00	-29.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	81,150.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	173,574.00	25,770.00	-85.2%
6) Capital Outlay		6000-6999	785,670.00	100,000.00	-87.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	31,461.00	31,461.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,071,855.00	157,231.00	-85.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(961,355.00)	(79,231.00)	-91.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(961,355.00)	(79,231.00)	-91.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,299,605.00	338,250.00	-74.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,299,605.00	338,250.00	-74.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,299,605.00	338,250.00	-74.0%
2) Ending Balance, June 30 (E + F1e)			338,250.00	259,019.00	-23.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			100,000.00	175,000.00	75.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	238,250.00	84,019.00	-64.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	10,500.00	3,000.00	-71.4%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees					
		8681	100,000.00	75,000.00	-25.0%
Other Local Revenue All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			110,500.00	78,000.00	-29.4%
TOTAL, REVENUES			110,500.00	78,000.00	-29.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	23,208.00	0.00	-100.0%
Noncapitalized Equipment		4400	57,942.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			81,150.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	9,398.00	8,802.00	-6.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	164,176.00	16,968.00	-89.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			173,574.00	25,770.00	-85.2%
CAPITAL OUTLAY					
Land		6100	150,119.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	635,551.00	100,000.00	-84.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			785,670.00	100,000.00	-87.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	31,461.00	31,461.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			31,461.00	31,461.00	0.0%
TOTAL, EXPENDITURES			1,071,855.00	157,231.00	-85.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	110,500.00	78,000.00	-29.4%
5) TOTAL, REVENUES			110,500.00	78,000.00	-29.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,040,394.00	125,770.00	-87.9%
9) Other Outgo	9000-9999	Except 7600-7699	31,461.00	31,461.00	0.0%
10) TOTAL, EXPENDITURES			1,071,855.00	157,231.00	-85.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(961,355.00)	(79,231.00)	-91.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(961,355.00)	(79,231.00)	-91.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,299,605.00	338,250.00	-74.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,299,605.00	338,250.00	-74.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,299,605.00	338,250.00	-74.0%
2) Ending Balance, June 30 (E + F1e)			338,250.00	259,019.00	-23.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			100,000.00	175,000.00	75.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	238,250.00	84,019.00	-64.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	100,000.00	175,000.00
Total, Restricted Balance		100,000.00	175,000.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	654,000.00	520,000.00	-20.5%
5) TOTAL, REVENUES			654,000.00	520,000.00	-20.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	30,000.00	New
5) Services and Other Operating Expenditures		5000-5999	7,580.00	106,100.00	1299.7%
6) Capital Outlay		6000-6999	355,880.00	915,000.00	157.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			363,460.00	1,051,100.00	189.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			290,540.00	(531,100.00)	-282.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			290,540.00	(531,100.00)	-282.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,532,241.00	2,822,781.00	11.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,532,241.00	2,822,781.00	11.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,532,241.00	2,822,781.00	11.5%
2) Ending Balance, June 30 (E + F1e)			2,822,781.00	2,291,681.00	-18.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,785,708.00	1,815,708.00	1.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,037,073.00	475,973.00	-54.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	600,000.00	480,000.00	-20.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	54,000.00	40,000.00	-25.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			654,000.00	520,000.00	-20.5%
TOTAL, REVENUES			654,000.00	520,000.00	-20.5%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	30,000.00	New
TOTAL, BOOKS AND SUPPLIES			0.00	30,000.00	New

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,580.00	106,100.00	1299.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,580.00	106,100.00	1299.7%
CAPITAL OUTLAY					
Land		6100	355,880.00	900,000.00	152.9%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	15,000.00	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			355,880.00	915,000.00	157.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			363,460.00	1,051,100.00	189.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	654,000.00	520,000.00	-20.5%
5) TOTAL, REVENUES			654,000.00	520,000.00	-20.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		363,460.00	1,051,100.00	189.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			363,460.00	1,051,100.00	189.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			290,540.00	(531,100.00)	-282.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			290,540.00	(531,100.00)	-282.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	2,532,241.00	2,822,781.00	11.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			2,532,241.00	2,822,781.00	11.5%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			2,532,241.00	2,822,781.00	11.5%
2) Ending Balance, June 30 (E + F1e)					
			2,822,781.00	2,291,681.00	-18.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	1,785,708.00	1,815,708.00	1.7%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	1,037,073.00	475,973.00	-54.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	1,785,708.00	1,815,708.00
Total, Restricted Balance		<u>1,785,708.00</u>	<u>1,815,708.00</u>

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,998,487.00	911,351.00	-54.4%
5) TOTAL, REVENUES			1,998,487.00	911,351.00	-54.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	146,120.00	150,471.00	3.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	632,933.00	634,855.00	0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			779,053.00	785,326.00	0.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,219,434.00	126,025.00	-89.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	1,122,395.00	222,541.00	-80.2%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,122,395.00)	(222,541.00)	-80.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			97,039.00	(96,516.00)	-199.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	476,715.00	573,754.00	20.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			476,715.00	573,754.00	20.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			476,715.00	573,754.00	20.4%
2) Ending Balance, June 30 (E + F1e)			573,754.00	477,238.00	-16.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			573,754.00	477,238.00	-16.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	830,000.00	760,000.00	-8.4%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	20,100.00	20,080.00	-0.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	1,148,387.00	131,271.00	-88.6%
TOTAL, OTHER LOCAL REVENUE			1,998,487.00	911,351.00	-54.4%
TOTAL, REVENUES			1,998,487.00	911,351.00	-54.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	146,120.00	150,471.00	3.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			146,120.00	150,471.00	3.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	265,936.00	251,347.00	-5.5%
Other Debt Service - Principal		7439	366,997.00	383,508.00	4.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			632,933.00	634,855.00	0.3%
TOTAL, EXPENDITURES			779,053.00	785,326.00	0.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	1,122,395.00	222,541.00	-80.2%
(d) TOTAL, USES			1,122,395.00	222,541.00	-80.2%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,122,395.00)	(222,541.00)	-80.2%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,998,487.00	911,351.00	-54.4%
5) TOTAL, REVENUES			1,998,487.00	911,351.00	-54.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		146,120.00	150,471.00	3.0%
9) Other Outgo	9000-9999	Except 7600-7699	632,933.00	634,855.00	0.3%
10) TOTAL, EXPENDITURES			779,053.00	785,326.00	0.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,219,434.00	126,025.00	-89.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	1,122,395.00	222,541.00	-80.2%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,122,395.00)	(222,541.00)	-80.2%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			97,039.00	(96,516.00)	-199.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	476,715.00	573,754.00	20.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			476,715.00	573,754.00	20.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			476,715.00	573,754.00	20.4%
2) Ending Balance, June 30 (E + F1e)			573,754.00	477,238.00	-16.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			573,754.00	477,238.00	-16.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	573,754.00	477,238.00
Total, Restricted Balance		<u>573,754.00</u>	<u>477,238.00</u>

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,177,699.00	4,177,699.00	0.0%
5) TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,929,698.00	2,404,712.00	-38.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,929,698.00	2,404,712.00	-38.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			248,001.00	1,772,987.00	614.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			248,001.00	1,772,987.00	614.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,803,223.00	4,051,224.00	6.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,803,223.00	4,051,224.00	6.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,803,223.00	4,051,224.00	6.5%
2) Ending Balance, June 30 (E + F1e)			4,051,224.00	5,824,211.00	43.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			4,051,224.00	5,824,211.00	43.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	4,033,668.00	4,033,668.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	51,889.00	51,889.00	0.0%
Supplemental Taxes		8614	56,399.00	56,399.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Interest		8660	35,743.00	35,743.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,177,699.00	4,177,699.00	0.0%
TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	3,330,000.00	1,892,188.00	-43.2%
Bond Interest and Other Service Charges		7434	599,698.00	512,524.00	-14.5%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,929,698.00	2,404,712.00	-38.8%
TOTAL, EXPENDITURES			3,929,698.00	2,404,712.00	-38.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,177,699.00	4,177,699.00	0.0%
5) TOTAL, REVENUES			4,177,699.00	4,177,699.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	3,929,698.00	2,404,712.00	-38.8%
10) TOTAL, EXPENDITURES			3,929,698.00	2,404,712.00	-38.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			248,001.00	1,772,987.00	614.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			248,001.00	1,772,987.00	614.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,803,223.00	4,051,224.00	6.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,803,223.00	4,051,224.00	6.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,803,223.00	4,051,224.00	6.5%
2) Ending Balance, June 30 (E + F1e)			4,051,224.00	5,824,211.00	43.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			4,051,224.00	5,824,211.00	43.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	4,051,224.00	5,824,211.00
Total, Restricted Balance		<u>4,051,224.00</u>	<u>5,824,211.00</u>

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	10,647.00	New
4) Other Local Revenue		8600-8799	1,774,500.00	1,961,800.00	10.6%
5) TOTAL, REVENUES			1,774,500.00	1,972,447.00	11.2%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	173,743.00	185,519.00	6.8%
3) Employee Benefits		3000-3999	92,238.00	111,693.00	21.1%
4) Books and Supplies		4000-4999	96,971.00	35,215.00	-63.7%
5) Services and Other Operating Expenses		5000-5999	1,478,070.00	1,427,191.00	-3.4%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			1,841,022.00	1,759,618.00	-4.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(66,522.00)	212,829.00	-419.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(66,522.00)	212,829.00	-419.9%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,829,031.00	1,762,509.00	-3.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,829,031.00	1,762,509.00	-3.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,829,031.00	1,762,509.00	-3.6%
2) Ending Net Position, June 30 (E + F1e)			1,762,509.00	1,975,338.00	12.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,762,509.00	1,975,338.00	12.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	10,647.00	New
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	10,647.00	New
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	99,500.00	86,800.00	-12.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	1,675,000.00	1,875,000.00	11.9%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,774,500.00	1,961,800.00	10.6%
TOTAL, REVENUES			1,774,500.00	1,972,447.00	11.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	114,185.00	119,163.00	4.4%
Clerical, Technical and Office Salaries		2400	59,558.00	66,356.00	11.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			173,743.00	185,519.00	6.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	35,965.00	52,945.00	47.2%
OASDI/Medicare/Alternative		3301-3302	13,444.00	14,285.00	6.3%
Health and Welfare Benefits		3401-3402	38,209.00	39,531.00	3.5%
Unemployment Insurance		3501-3502	88.00	94.00	6.8%
Workers' Compensation		3601-3602	2,099.00	2,240.00	6.7%
OPEB, Allocated		3701-3702	2,433.00	2,598.00	6.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			92,238.00	111,693.00	21.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	61,019.00	34,215.00	-43.9%
Noncapitalized Equipment		4400	35,952.00	1,000.00	-97.2%
TOTAL, BOOKS AND SUPPLIES			96,971.00	35,215.00	-63.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,800.00	4,800.00	0.0%
Dues and Memberships		5300	5,500.00	500.00	-90.9%
Insurance		5400-5450	717,000.00	779,000.00	8.6%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,200.00	1,000.00	-16.7%
Transfers of Direct Costs - Interfund		5750	1,750.00	600.00	-65.7%
Professional/Consulting Services and Operating Expenditures		5800	742,300.00	626,291.00	-15.6%
Communications		5900	5,520.00	15,000.00	171.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			1,478,070.00	1,427,191.00	-3.4%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			1,841,022.00	1,759,618.00	-4.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	10,647.00	New
4) Other Local Revenue		8600-8799	1,774,500.00	1,961,800.00	10.6%
5) TOTAL, REVENUES			1,774,500.00	1,972,447.00	11.2%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		1,841,022.00	1,759,618.00	-4.4%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			1,841,022.00	1,759,618.00	-4.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(66,522.00)	212,829.00	-419.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(66,522.00)	212,829.00	-419.9%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,829,031.00	1,762,509.00	-3.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,829,031.00	1,762,509.00	-3.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,829,031.00	1,762,509.00	-3.6%
2) Ending Net Position, June 30 (E + F1e)			1,762,509.00	1,975,338.00	12.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,762,509.00	1,975,338.00	12.1%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
	Total, Restricted Net Position	0.00	0.00

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,440.28	12,440.28	12,664.98	12,226.56	12,226.56	12,440.28
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	12,440.28	12,440.28	12,664.98	12,226.56	12,226.56	12,440.28
5. District Funded County Program ADA						
a. County Community Schools	18.41	18.41	18.41	18.41	18.41	18.41
b. Special Education-Special Day Class	2.87	2.87	2.87	2.87	2.87	2.87
c. Special Education-NPS/LCI						
d. Special Education Extended Year	0.17	0.17	0.17	0.17	0.17	0.17
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	21.45	21.45	21.45	21.45	21.45	21.45
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	12,461.73	12,461.73	12,686.43	12,248.01	12,248.01	12,461.73
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

ESTIMATES THROUGH THE MONTH OF	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February	
A. BEGINNING CASH			19,100,017.00	25,002,745.00	16,874,983.00	12,958,142.00	4,950,633.00	4,998,708.00	22,221,850.00	14,804,325.00	
B. RECEIPTS											
LCFF/Revenue Limit Sources											
	8010-8019		2,123,127.00	2,123,127.00	6,186,333.00	3,821,629.00	3,821,629.00	6,186,333.00	3,821,629.00	3,821,629.00	
	8020-8079		1,123,563.00	37,452.00	904,201.00	176,560.00	6,639,723.00	14,301,352.00	5,296,797.00	69,554.00	
	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	8100-8299		25,816.00	189,320.00	361,428.00	34,422.00	172,109.00	860,544.00	60,238.00	25,816.00	
	8300-8599		24,452.00	122,262.00	1,222,625.00	116,149.00	244,525.00	1,500,000.00	855,837.00	0.00	
	8600-8799		512,985.00	502,927.00	40,234.00	362,107.00	130,761.00	1,528,897.00	2,092,174.00	382,224.00	
	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	8930-8979		1,615,405.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL RECEIPTS			5,425,348.00	2,975,088.00	8,714,821.00	4,510,867.00	11,008,747.00	24,377,126.00	12,126,675.00	4,299,223.00	
C. DISBURSEMENTS											
	1000-1999		656,953.00	6,043,970.00	6,175,360.00	6,241,056.00	6,438,142.00	65,695.00	13,139,065.00	6,438,142.00	
	2000-2999		0.00	1,214,720.00	1,905,443.00	2,262,713.00	1,976,897.00	2,453,257.00	2,143,623.00	2,381,803.00	
	3000-3999		4,866,461.00	1,975,856.00	3,219,914.00	2,927,194.00	1,719,727.00	3,476,043.00	2,890,604.00	3,402,863.00	
	4000-4999		258,791.00	1,260,564.00	450,798.00	434,101.00	325,576.00	217,051.00	542,627.00	776,374.00	
	5000-5999		557,461.00	958,442.00	635,701.00	1,056,242.00	674,821.00	762,841.00	743,281.00	547,681.00	
	6000-6599		100,000.00	40,000.00	45,000.00	25,000.00	0.00	55,000.00	25,000.00	0.00	
	7000-7499		100,000.00	50,000.00	55,000.00	55,000.00	200,299.00	185,000.00	60,000.00	65,000.00	
	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL DISBURSEMENTS			6,539,666.00	11,543,552.00	12,487,216.00	13,001,306.00	11,335,462.00	7,214,887.00	19,544,200.00	13,611,863.00	
D. BALANCE SHEET ITEMS											
<u>Assets and Deferred Outflows</u>											
	9111-9199	0.00	0.00	0.00	0.00	284,134.00	0.00	0.00	0.00	0.00	
	9200-9299	11,492,599.00	9,852,893.00	936,975.00	32,794.00	234,244.00	374,790.00	60,903.00	0.00	0.00	
	9310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL			11,492,599.00	9,852,893.00	936,975.00	32,794.00	518,378.00	374,790.00	60,903.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>											
	9500-9599	3,544,809.00	2,835,847.00	496,273.00	177,240.00	35,448.00	0.00	0.00	0.00	0.00	
	9610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL			3,544,809.00	2,835,847.00	496,273.00	177,240.00	35,448.00	0.00	0.00	0.00	
<u>Nonoperating</u>											
	9910		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL BALANCE SHEET ITEMS			7,947,790.00	7,017,046.00	440,702.00	(144,446.00)	482,930.00	374,790.00	60,903.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			5,902,728.00	(8,127,762.00)	(3,916,841.00)	(8,007,509.00)	48,075.00	17,223,142.00	(7,417,525.00)	(9,312,640.00)	
F. ENDING CASH (A + E)			25,002,745.00	16,874,983.00	12,958,142.00	4,950,633.00	4,998,708.00	22,221,850.00	14,804,325.00	5,491,685.00	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS											

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		5,491,685.00	5,555,653.00	10,559,548.00	5,705,270.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	6,186,333.00	2,995,279.00	65,494.00	2,430,196.00	8,338,618.00		51,921,356.00	51,921,356.00
Property Taxes	8020-8079	2,701,902.00	12,920,975.00	2,418,336.00	6,912,587.00	0.00		53,503,002.00	53,503,002.00
Miscellaneous Funds	8080-8099	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Federal Revenue	8100-8299	3,011,904.00	43,027.00	86,054.00	774,490.00	2,960,272.00		8,605,440.00	8,605,440.00
Other State Revenue	8300-8599	195,620.00	794,706.00	103,923.00	305,656.00	12,627,368.00		18,113,123.00	18,113,123.00
Other Local Revenue	8600-8799	372,166.00	432,517.00	2,212,877.00	321,873.00	1,166,789.00		10,058,531.00	10,058,531.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00	0.00		1,615,405.00	1,615,405.00
TOTAL RECEIPTS		12,467,925.00	17,186,504.00	4,886,684.00	10,744,802.00	25,093,047.00	0.00	143,816,857.00	143,816,857.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	6,278,142.00	6,532,446.00	6,372,446.00	1,248,211.00	65,695.00		65,695,323.00	65,695,323.00
Classified Salaries	2000-2999	1,929,261.00	2,215,077.00	2,215,077.00	2,215,077.00	905,085.00		23,818,033.00	23,818,033.00
Employee Benefits	3000-3999	2,890,604.00	3,036,964.00	2,854,015.00	2,854,015.00	12,475,670.00		48,589,930.00	48,589,930.00
Books and Supplies	4000-4999	442,449.00	567,671.00	1,110,298.00	325,576.00	1,636,227.00		8,348,103.00	8,348,103.00
Services	5000-5999	733,501.00	586,801.00	694,381.00	801,961.00	1,026,904.00		9,780,018.00	9,780,018.00
Capital Outlay	6000-6599	25,000.00	20,000.00	25,880.00	0.00	0.00		360,880.00	360,880.00
Other Outgo	7000-7499	105,000.00	50,000.00	225,000.00	57,300.00	620,500.00		1,828,099.00	1,828,099.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS		12,403,957.00	13,008,959.00	13,497,097.00	7,502,140.00	16,730,081.00	0.00	158,420,386.00	158,420,386.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00		284,134.00	
Accounts Receivable	9200-9299	0.00	826,350.00	3,756,135.00	3,756,135.00	25,093,047.00		44,924,266.00	
Due From Other Funds	9310	0.00	0.00	0.00	0.00	0.00		0.00	
Stores	9320	0.00	0.00	0.00	0.00	0.00		0.00	
Prepaid Expenditures	9330	0.00	0.00	0.00	0.00	0.00		0.00	
Other Current Assets	9340	0.00	0.00	0.00	0.00	0.00		0.00	
Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL		0.00	826,350.00	3,756,135.00	3,756,135.00	25,093,047.00	0.00	45,208,400.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	0.00	0.00	0.00	0.00	16,730,080.00		20,274,888.00	
Due To Other Funds	9610	0.00	0.00	0.00	0.00	0.00		0.00	
Current Loans	9640	0.00	0.00	0.00	0.00	0.00		0.00	
Unearned Revenues	9650	0.00	0.00	0.00	0.00	0.00		0.00	
Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	16,730,080.00	0.00	20,274,888.00	
<u>Nonoperating</u>									
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00		0.00	
TOTAL BALANCE SHEET ITEMS		0.00	826,350.00	3,756,135.00	3,756,135.00	8,362,967.00	0.00	24,933,512.00	
E. NET INCREASE/DECREASE (B - C + D)		63,968.00	5,003,895.00	(4,854,278.00)	6,998,797.00	16,725,933.00	0.00	10,329,983.00	(14,603,529.00)
F. ENDING CASH (A + E)		5,555,653.00	10,559,548.00	5,705,270.00	12,704,067.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								29,430,000.00	

ESTIMATES THROUGH THE MONTH OF	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
A. BEGINNING CASH										
			12,704,067.00	13,626,125.00	8,679,157.00	5,756,683.00	800,503.00	1,442,096.00	18,603,832.00	11,970,092.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	8010-8019		2,089,050.00	2,089,050.00	5,865,076.00	3,760,289.00	3,760,289.00	5,865,076.00	3,760,289.00	3,760,289.00
	8020-8079		1,123,563.00	37,452.00	904,201.00	176,560.00	6,639,723.00	14,301,352.00	5,296,797.00	69,554.00
	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8100-8299		19,076.00	139,888.00	267,059.00	25,434.00	127,171.00	839,330.00	44,510.00	19,076.00
	8300-8599		26,010.00	130,052.00	1,300,521.00	123,549.00	260,104.00	1,500,000.00	910,365.00	0.00
	8600-8799		512,985.00	502,927.00	40,234.00	362,107.00	130,761.00	1,528,897.00	2,092,174.00	382,224.00
	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS			3,770,684.00	2,899,369.00	8,377,091.00	4,447,939.00	10,918,048.00	24,034,655.00	12,104,135.00	4,231,143.00
C. DISBURSEMENTS										
	1000-1999		654,464.00	6,021,073.00	6,151,966.00	5,432,055.00	6,413,752.00	850,804.00	13,089,290.00	6,413,752.00
	2000-2999		0.00	1,226,867.00	1,924,497.00	2,285,340.00	1,996,666.00	2,477,790.00	2,165,059.00	2,405,621.00
	3000-3999		5,029,396.00	2,042,011.00	3,327,721.00	3,025,201.00	1,777,306.00	3,592,426.00	2,987,386.00	3,516,796.00
	4000-4999		196,912.00	959,154.00	343,009.00	330,305.00	247,728.00	165,152.00	412,881.00	590,737.00
	5000-5999		514,918.00	885,297.00	587,187.00	813,028.00	623,321.00	704,624.00	686,557.00	505,884.00
	6000-6599		45,000.00	45,000.00	40,000.00	0.00	45,000.00	30,000.00	48,369.00	25,000.00
	7000-7499		1,020.00	10,000.00	10,000.00	25,000.00	15,000.00	45,000.00	15,000.00	55,000.00
	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	7630-7699		(666,667.00)	(666,667.00)	(666,667.00)	(666,667.00)	(666,667.00)	(666,667.00)	(666,667.00)	(666,667.00)
TOTAL DISBURSEMENTS			5,775,043.00	10,522,735.00	11,717,713.00	11,244,262.00	10,452,106.00	7,199,129.00	18,737,875.00	12,846,123.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9200-9299	25,093,047.00	16,310,481.00	5,018,609.00	1,254,652.00	2,007,444.00	175,651.00	326,210.00	0.00	0.00
	9310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			25,093,047.00	16,310,481.00	5,018,609.00	1,254,652.00	2,007,444.00	175,651.00	326,210.00	0.00
<u>Liabilities and Deferred Inflows</u>										
	9500-9599	16,730,080.00	13,384,064.00	2,342,211.00	836,504.00	167,301.00	0.00	0.00	0.00	0.00
	9610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			16,730,080.00	13,384,064.00	2,342,211.00	836,504.00	167,301.00	0.00	0.00	0.00
<u>Nonoperating</u>										
	9910		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS			8,362,967.00	2,926,417.00	2,676,398.00	418,148.00	1,840,143.00	175,651.00	326,210.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			922,058.00	(4,946,968.00)	(2,922,474.00)	(4,956,180.00)	641,593.00	17,161,736.00	(6,633,740.00)	(8,614,980.00)
F. ENDING CASH (A + E)			13,626,125.00	8,679,157.00	5,756,683.00	800,503.00	1,442,096.00	18,603,832.00	11,970,092.00	3,355,112.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		3,355,112.00	1,815,921.00	7,491,920.00	3,572,038.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	5,865,076.00	3,760,289.00	3,760,289.00	5,865,081.00	0.00		50,200,143.00	50,200,143.00
Property Taxes	8020-8079	2,701,902.00	12,920,975.00	2,418,336.00	6,912,587.00	0.00		53,503,002.00	53,503,002.00
Miscellaneous Funds	8080-8099	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Federal Revenue	8100-8299	756,668.00	31,793.00	12,717.00	292,494.00	3,783,342.00		6,358,558.00	6,358,558.00
Other State Revenue	8300-8599	208,083.00	845,339.00	110,544.00	325,130.00	12,762,907.00		18,502,604.00	18,502,604.00
Other Local Revenue	8600-8799	372,166.00	432,517.00	2,212,877.00	321,873.00	1,166,789.00		10,058,531.00	10,058,531.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL RECEIPTS		9,903,895.00	17,990,913.00	8,514,763.00	13,717,165.00	17,713,038.00	0.00	138,622,838.00	138,622,838.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	6,413,752.00	6,348,306.00	6,348,306.00	1,243,483.00	65,446.00		65,446,449.00	65,446,449.00
Classified Salaries	2000-2999	1,948,553.00	2,237,228.00	2,237,228.00	2,237,228.00	914,136.00		24,056,213.00	24,056,213.00
Employee Benefits	3000-3999	2,873,941.00	3,252,091.00	2,949,571.00	2,949,571.00	12,491,594.00		49,815,011.00	49,815,011.00
Books and Supplies	4000-4999	336,657.00	431,937.00	844,818.00	247,728.00	1,244,993.00		6,352,011.00	6,352,011.00
Services	5000-5999	496,850.00	542,019.00	641,389.00	1,084,037.00	948,532.00		9,033,643.00	9,033,643.00
Capital Outlay	6000-6599	25,000.00	20,000.00	25,000.00	12,511.00	0.00		360,880.00	360,880.00
Other Outgo	7000-7499	15,000.00	150,000.00	55,000.00	50,691.00	374,034.00		820,745.00	820,745.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Uses	7630-7699	(666,667.00)	(666,667.00)	(666,667.00)	(666,663.00)	0.00		(8,000,000.00)	(8,000,000.00)
TOTAL DISBURSEMENTS		11,443,086.00	12,314,914.00	12,434,645.00	7,158,586.00	16,038,735.00	0.00	147,884,952.00	147,884,952.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00		0.00	
Accounts Receivable	9200-9299	0.00	0.00	0.00	0.00	17,713,038.00		42,806,085.00	
Due From Other Funds	9310	0.00	0.00	0.00	0.00	0.00		0.00	
Stores	9320	0.00	0.00	0.00	0.00	0.00		0.00	
Prepaid Expenditures	9330	0.00	0.00	0.00	0.00	0.00		0.00	
Other Current Assets	9340	0.00	0.00	0.00	0.00	0.00		0.00	
Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	17,713,038.00	0.00	42,806,085.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	0.00	0.00	0.00	0.00	16,039,883.00		32,769,963.00	
Due To Other Funds	9610	0.00	0.00	0.00	0.00	0.00		0.00	
Current Loans	9640	0.00	0.00	0.00	0.00	0.00		0.00	
Unearned Revenues	9650	0.00	0.00	0.00	0.00	0.00		0.00	
Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	16,039,883.00	0.00	32,769,963.00	
<u>Nonoperating</u>									
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00		0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	1,673,155.00	0.00	10,036,122.00	
E. NET INCREASE/DECREASE (B - C + D)		(1,539,191.00)	5,675,999.00	(3,919,882.00)	6,558,579.00	3,347,458.00	0.00	774,008.00	(9,262,114.00)
F. ENDING CASH (A + E)		1,815,921.00	7,491,920.00	3,572,038.00	10,130,617.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								13,478,075.00	

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	65,592,619.00	301	0.00	303	65,592,619.00	305	2,394,924.00		307	63,197,695.00	309
2000 - Classified Salaries	23,646,090.00	311	43,227.00	313	23,602,863.00	315	2,575,127.00		317	21,027,736.00	319
3000 - Employee Benefits	35,774,290.00	321	934,771.00	323	34,839,519.00	325	1,192,083.00		327	33,647,436.00	329
4000 - Books, Supplies Equip Replace. (6500)	11,489,268.00	331	306,000.00	333	11,183,268.00	335	2,098,847.00		337	9,084,421.00	339
5000 - Services... & 7300 - Indirect Costs	10,093,161.00	341	1,034,654.00	343	9,058,507.00	345	1,960,119.00		347	7,098,388.00	349
TOTAL					144,276,776.00	365			TOTAL	134,055,676.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			62.10%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	62.10%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	134,055,676.00
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	65,695,323.00	301	0.00	303	65,695,323.00	305	2,410,783.00		307	63,284,540.00	309
2000 - Classified Salaries	23,818,033.00	311	0.00	313	23,818,033.00	315	2,455,753.00		317	21,362,280.00	319
3000 - Employee Benefits	48,589,930.00	321	1,246,773.00	323	47,343,157.00	325	1,302,212.00		327	46,040,945.00	329
4000 - Books, Supplies Equip Replace. (6500)	8,418,103.00	331	340,000.00	333	8,078,103.00	335	859,760.00		337	7,218,343.00	339
5000 - Services... & 7300 - Indirect Costs	9,345,763.00	341	977,100.00	343	8,368,663.00	345	1,892,005.00		347	6,476,658.00	349
TOTAL					153,303,279.00	365			TOTAL	144,382,766.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	397
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.	0.00		
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).	1,002,051.00		396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.	92,049,553.00		397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.	63.75%		
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	63.75%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	144,382,766.00
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		854,812.00	854,812.00
2. State Lottery Revenue	8560	2,048,336.00		773,515.00	2,821,851.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		2,048,336.00	0.00	1,628,327.00	3,676,663.00
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	2,048,336.00			2,048,336.00
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	0.00		1,628,046.00	1,628,046.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			281.00	281.00
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		2,048,336.00	0.00	1,628,327.00	3,676,663.00
C. ENDING BALANCE (Must equal Line A6 minus Line B12)					
	979Z	0.00	0.00	0.00	0.00
D. COMMENTS:					
The costs in 57xx are related to PrintShop for instructional materials.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	105,424,358.00	-1.63%	103,703,145.00	-0.93%	102,733,738.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	2,408,261.00	0.00%	2,408,261.00	0.00%	2,408,261.00
4. Other Local Revenues	8600-8799	1,567,977.00	0.00%	1,567,977.00	0.00%	1,567,977.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	1,615,405.00	-100.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(18,414,495.00)	2.50%	(18,874,857.00)	2.50%	(19,346,729.00)
6. Total (Sum lines A1 thru A5c)		92,601,506.00	-4.10%	88,804,526.00	-1.62%	87,363,247.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				53,306,504.00		52,859,408.00
b. Step & Column Adjustment				852,904.00		845,751.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,300,000.00)		(550,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	53,306,504.00	-0.84%	52,859,408.00	0.56%	53,155,159.00
2. Classified Salaries						
a. Base Salaries				15,649,642.00		15,806,138.00
b. Step & Column Adjustment				156,496.00		158,061.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,649,642.00	1.00%	15,806,138.00	1.00%	15,964,199.00
3. Employee Benefits	3000-3999	27,452,526.00	3.26%	28,348,356.00	7.86%	30,577,384.00
4. Books and Supplies	4000-4999	4,339,317.00	1.73%	4,414,387.00	-16.00%	3,707,972.00
5. Services and Other Operating Expenditures	5000-5999	6,024,780.00	-13.47%	5,213,439.00	4.08%	5,426,084.00
6. Capital Outlay	6000-6999	110,000.00	0.00%	110,000.00	0.00%	110,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,312,354.00	-76.76%	305,000.00	0.00%	305,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(990,088.00)	0.00%	(990,088.00)	0.00%	(990,088.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(8,000,000.00)		(17,506,281.00)
11. Total (Sum lines B1 thru B10)		107,205,035.00	-8.52%	98,066,640.00	-7.46%	90,749,429.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(14,603,529.00)		(9,262,114.00)		(3,386,182.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		31,618,755.00		17,015,226.00		7,753,112.00
2. Ending Fund Balance (Sum lines C and D1)		17,015,226.00		7,753,112.00		4,366,930.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,500,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,752,612.00		4,436,550.00		4,246,930.00
2. Unassigned/Unappropriated	9790	10,642,614.00		3,196,562.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		17,015,226.00		7,753,112.00		4,366,930.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,752,612.00		4,436,550.00		4,246,930.00
c. Unassigned/Unappropriated	9790	10,642,614.00		3,196,562.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E 1a thru E2c)						
		15,395,226.00		7,633,112.00		4,246,930.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. 2021-22 includes \$1,300,000 if attrition; 22-23 has \$550,000 for attrition.						
B10. Other Adjustments:						
In preparing the 2020-21 July 1 Budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current year and the subsequent two fiscal years. If necessary, it is recognized that based on the Governor's May Revision to the proposal for the 2020-21 State Budget, budget reductions will be made. No reductions are planned for 2020-21, but the Board recognizes that \$8,000,000 in ongoing budget reductions in 2021-22 and an additional \$17,506,281 of reductions in 2022-23 will be required in order to maintain fiscal solvency.						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	8,605,440.00	-26.11%	6,358,558.00	0.00%	6,358,558.00
3. Other State Revenues	8300-8599	15,704,862.00	2.48%	16,094,343.00	3.26%	16,619,018.00
4. Other Local Revenues	8600-8799	8,490,554.00	0.00%	8,490,554.00	0.00%	8,490,554.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	18,414,495.00	2.50%	18,874,857.00	2.50%	19,346,729.00
6. Total (Sum lines A1 thru A5c)		51,215,351.00	-2.73%	49,818,312.00	2.00%	50,814,859.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				12,388,819.00		12,587,041.00
b. Step & Column Adjustment				198,222.00		201,392.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	12,388,819.00	1.60%	12,587,041.00	1.60%	12,788,433.00
2. Classified Salaries						
a. Base Salaries				8,168,391.00		8,250,075.00
b. Step & Column Adjustment				81,684.00		82,501.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,168,391.00	1.00%	8,250,075.00	1.00%	8,332,576.00
3. Employee Benefits	3000-3999	21,137,404.00	1.56%	21,466,655.00	2.99%	22,109,009.00
4. Books and Supplies	4000-4999	4,008,786.00	-51.67%	1,937,624.00	-0.55%	1,926,937.00
5. Services and Other Operating Expenditures	5000-5999	3,755,238.00	1.73%	3,820,204.00	2.12%	3,901,191.00
6. Capital Outlay	6000-6999	250,880.00	0.00%	250,880.00	0.00%	250,880.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	950,000.00	0.00%	950,000.00	0.00%	950,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	555,833.00	0.00%	555,833.00	0.00%	555,833.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		51,215,351.00	-2.73%	49,818,312.00	2.00%	50,814,859.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		0.00		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		0.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	0.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		0.00		0.00		0.00
(Line D3f must agree with line D2)						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	105,424,358.00	-1.63%	103,703,145.00	-0.93%	102,733,738.00
2. Federal Revenues	8100-8299	8,605,440.00	-26.11%	6,358,558.00	0.00%	6,358,558.00
3. Other State Revenues	8300-8599	18,113,123.00	2.15%	18,502,604.00	2.84%	19,027,279.00
4. Other Local Revenues	8600-8799	10,058,531.00	0.00%	10,058,531.00	0.00%	10,058,531.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	1,615,405.00	-100.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		143,816,857.00	-3.61%	138,622,838.00	-0.32%	138,178,106.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				65,695,323.00		65,446,449.00
b. Step & Column Adjustment				1,051,126.00		1,047,143.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,300,000.00)		(550,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	65,695,323.00	-0.38%	65,446,449.00	0.76%	65,943,592.00
2. Classified Salaries						
a. Base Salaries				23,818,033.00		24,056,213.00
b. Step & Column Adjustment				238,180.00		240,562.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,818,033.00	1.00%	24,056,213.00	1.00%	24,296,775.00
3. Employee Benefits	3000-3999	48,589,930.00	2.52%	49,815,011.00	5.76%	52,686,393.00
4. Books and Supplies	4000-4999	8,348,103.00	-23.91%	6,352,011.00	-11.29%	5,634,909.00
5. Services and Other Operating Expenditures	5000-5999	9,780,018.00	-7.63%	9,033,643.00	3.25%	9,327,275.00
6. Capital Outlay	6000-6999	360,880.00	0.00%	360,880.00	0.00%	360,880.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,262,354.00	-44.53%	1,255,000.00	0.00%	1,255,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(434,255.00)	0.00%	(434,255.00)	0.00%	(434,255.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(8,000,000.00)		(17,506,281.00)
11. Total (Sum lines B1 thru B10)		158,420,386.00	-6.65%	147,884,952.00	-4.27%	141,564,288.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(14,603,529.00)		(9,262,114.00)		(3,386,182.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		31,618,755.00		17,015,226.00		7,753,112.00
2. Ending Fund Balance (Sum lines C and D1)		17,015,226.00		7,753,112.00		4,366,930.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,500,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	4,752,612.00		4,436,550.00		4,246,930.00
2. Unassigned/Unappropriated	9790	10,642,614.00		3,196,562.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		17,015,226.00		7,753,112.00		4,366,930.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	4,752,612.00		4,436,550.00		4,246,930.00
c. Unassigned/Unappropriated	9790	10,642,614.00		3,196,562.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		15,395,226.00		7,633,112.00		4,246,930.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		9.72%		5.16%		3.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		12,226.56		12,101.56		12,101.56
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		158,420,386.00		147,884,952.00		141,564,288.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		158,420,386.00		147,884,952.00		141,564,288.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		4,752,611.58		4,436,548.56		4,246,928.64
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		4,752,611.58		4,436,548.56		4,246,928.64
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(12,100.00)	0.00	(408,229.00)				
Other Sources/Uses Detail					0.00	0.00	0.00	0.00
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	10,350.00	0.00	187,624.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	220,605.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	1,750.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	12,100.00	(12,100.00)	408,229.00	(408,229.00)	0.00	0.00	0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(7,000.00)	0.00	(434,255.00)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	6,400.00	0.00	191,144.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	243,111.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	600.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	7,000.00	(7,000.00)	434,255.00	(434,255.00)	0.00	0.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	13,046	13,051		
Charter School				
Total ADA	13,046	13,051	N/A	Met
Second Prior Year (2018-19)				
District Regular	12,952	12,924		
Charter School				
Total ADA	12,952	12,924	0.2%	Met
First Prior Year (2019-20)				
District Regular	12,658	12,665		
Charter School		0		
Total ADA	12,658	12,665	N/A	Met
Budget Year (2020-21)				
District Regular	12,440			
Charter School	0			
Total ADA	12,440			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	13,363	13,307		
Charter School				
Total Enrollment	13,363	13,307	0.4%	Met
Second Prior Year (2018-19)				
District Regular	13,088	13,067		
Charter School				
Total Enrollment	13,088	13,067	0.2%	Met
First Prior Year (2019-20)				
District Regular	12,856	12,808		
Charter School				
Total Enrollment	12,856	12,808	0.4%	Met
Budget Year (2020-21)				
District Regular	12,603			
Charter School				
Total Enrollment	12,603			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	12,924	13,307	
Charter School		0	
Total ADA/Enrollment	12,924	13,307	97.1%
Second Prior Year (2018-19)			
District Regular	12,665	13,067	
Charter School			
Total ADA/Enrollment	12,665	13,067	96.9%
First Prior Year (2019-20)			
District Regular	12,440	12,808	
Charter School	0		
Total ADA/Enrollment	12,440	12,808	97.1%
Historical Average Ratio:			97.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			97.5%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2020-21)				
District Regular	12,227	12,603		
Charter School	0			
Total ADA/Enrollment	12,227	12,603	97.0%	Met
1st Subsequent Year (2021-22)				
District Regular	12,102	12,478		
Charter School				
Total ADA/Enrollment	12,102	12,478	97.0%	Met
2nd Subsequent Year (2022-23)				
District Regular	12,102	12,478		
Charter School				
Total ADA/Enrollment	12,102	12,478	97.0%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	12,686.43	12,461.73	12,246.53	12,122.84
b. Prior Year ADA (Funded)		12,686.43	12,461.73	12,246.53
c. Difference (Step 1a minus Step 1b)		(224.70)	(215.20)	(123.69)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-1.77%	-1.73%	-1.01%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		116,611,860.00	105,424,358.00	103,703,145.00
b1. COLA percentage		3.26%	0.00%	2.48%
b2. COLA amount (proxy for purposes of this criterion)		3,801,546.64	0.00	2,571,838.00
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		3.26%	0.00%	2.48%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)		1.49%	-1.73%	1.47%
LCFF Revenue Standard (Step 3, plus/minus 1%):		.49% to 2.49%	-2.73% to -.73%	.47% to 2.47%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	53,503,002.00	53,503,002.00		
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	116,611,870.00	105,424,358.00	103,703,145.00	102,733,738.00
District's Projected Change in LCFF Revenue:		-9.59%	-1.63%	-0.93%
LCFF Revenue Standard:		.49% to 2.49%	-2.73% to -.73%	.47% to 2.47%
Status:		Not Met	Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

Due to the Governor's May Revise, there is an estimated loss in LCFF funding by 7.92%.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2017-18)	89,077,987.48	101,097,609.99	88.1%
Second Prior Year (2018-19)	92,241,475.17	103,524,580.21	89.1%
First Prior Year (2019-20)	96,038,274.00	107,165,756.00	89.6%
Historical Average Ratio:			88.9%

District's Reserve Standard Percentage (Criterion 10B, Line 4):	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	3.0%	3.0%	3.0%
	85.9% to 91.9%	85.9% to 91.9%	85.9% to 91.9%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2020-21)	96,408,672.00	107,205,035.00	89.9%	Met
1st Subsequent Year (2021-22)	97,013,902.00	98,066,640.00	98.9%	Not Met
2nd Subsequent Year (2022-23)	99,696,742.00	90,749,429.00	109.9%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:
(required if NOT met)

Due to the Governor's May Revise, there is an estimated loss in LCFF funding by 7.92%. FSD does not plan for adjustments in 2020-21. See MYP box 10 for additional information.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	1.49%	-1.73%	1.47%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-8.51% to 11.49%	-11.73% to 8.27%	-8.53% to 11.47%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-3.51% to 6.49%	-6.73% to 3.27%	-3.53% to 6.47%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2019-20)	7,413,223.00		
Budget Year (2020-21)	8,605,440.00	16.08%	Yes
1st Subsequent Year (2021-22)	6,358,558.00	-26.11%	Yes
2nd Subsequent Year (2022-23)	6,358,558.00	0.00%	No

Explanation:
(required if Yes)

Carryover balances were included in 2019-20, but not in out years.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2019-20)	7,895,134.00		
Budget Year (2020-21)	18,113,123.00	129.42%	Yes
1st Subsequent Year (2021-22)	18,502,604.00	2.15%	No
2nd Subsequent Year (2022-23)	19,027,279.00	2.84%	No

Explanation:
(required if Yes)

2019-20 did not have the budget amount for on behalf payments (STRS and PERS); those are now in the budget.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2019-20)	11,412,946.00		
Budget Year (2020-21)	10,058,531.00	-11.87%	Yes
1st Subsequent Year (2021-22)	10,058,531.00	0.00%	No
2nd Subsequent Year (2022-23)	10,058,531.00	0.00%	No

Explanation:
(required if Yes)

2019-20 includes donation revenue not budgeted in 2020-21. Donation revenues are added to budget when they are received.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2019-20)	11,423,268.00		
Budget Year (2020-21)	8,348,103.00	-26.92%	Yes
1st Subsequent Year (2021-22)	6,352,011.00	-23.91%	Yes
2nd Subsequent Year (2022-23)	5,634,909.00	-11.29%	Yes

Explanation:
(required if Yes)

2019-20 includes carryover balances. 2020-21 and after do not have carryover and are adjusted for CPI Rates.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2019-20)	10,501,390.00		
Budget Year (2020-21)	9,780,018.00	-6.87%	Yes
1st Subsequent Year (2021-22)	9,033,643.00	-7.63%	Yes
2nd Subsequent Year (2022-23)	9,327,275.00	3.25%	No

Explanation:
(required if Yes)

2019-20 included carryover which is not in 2020-21. 2021-22 backs out projected decrease in expenditures of \$800,000.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2019-20)	26,721,303.00		
Budget Year (2020-21)	36,777,094.00	37.63%	Not Met
1st Subsequent Year (2021-22)	34,919,693.00	-5.05%	Met
2nd Subsequent Year (2022-23)	35,444,368.00	1.50%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2019-20)	21,924,658.00		
Budget Year (2020-21)	18,128,121.00	-17.32%	Not Met
1st Subsequent Year (2021-22)	15,385,654.00	-15.13%	Not Met
2nd Subsequent Year (2022-23)	14,962,184.00	-2.75%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

Carryover balances were included in 2019-20, but not in out years.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

2019-20 did not have the budget amount for on behalf payments (STRS and PERS); those are now in the budget.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

2019-20 includes donation revenue not budgeted in 2020-21. Donation revenues are added to budget when they are received.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

2019-20 includes carryover balances. 2020-21 and after do not have carryover and are adjusted for CPI Rates.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

2019-20 included carryover which is not in 2020-21. 2021-22 backs out projected decrease in expenditures of \$800,000.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

- 1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	158,420,386.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution' to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	158,420,386.00	4,752,611.58	4,701,782.00	Not Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met and Other is marked)

District will meet 3% requirement. Based on Governor's May Revise, STRS/PERS on behalf payments will decrease expenditures by approximately \$12,000,000. This decrease will bring the requirement down to \$4,392,612. District is budgeted higher.

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2017-18)	Second Prior Year (2018-19)	First Prior Year (2019-20)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	4,298,566.00	4,572,359.00	4,514,089.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	21,752,246.86	22,823,120.92	23,189,666.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	26,050,812.86	27,395,479.92	27,703,755.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	143,285,522.20	152,411,963.79	150,469,612.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	143,285,522.20	152,411,963.79	150,469,612.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	18.2%	18.0%	18.4%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	6.1%	6.0%	6.1%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2017-18)	(3,144,761.66)	101,097,609.99	3.1%	Met
Second Prior Year (2018-19)	949,267.73	103,524,580.21	N/A	Met
First Prior Year (2019-20)	(1,248,985.00)	107,165,756.00	1.2%	Met
Budget Year (2020-21) (Information only)	(14,603,529.00)	107,205,035.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level	Status
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	
Third Prior Year (2017-18)	30,653,972.00	35,063,234.80	N/A	Met
Second Prior Year (2018-19)	32,228,372.00	31,918,473.14	1.0%	Met
First Prior Year (2019-20)	31,296,006.00	32,867,740.00	N/A	Met
Budget Year (2020-21) (Information only)	31,618,755.00			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	12,227	12,102	12,102
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): _____

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	158,420,386.00	147,884,952.00	141,564,288.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	158,420,386.00	147,884,952.00	141,564,288.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	4,752,611.58	4,436,548.56	4,246,928.64
6. Reserve Standard - by Amount (\$71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	4,752,611.58	4,436,548.56	4,246,928.64

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	4,752,612.00	4,436,550.00	4,246,930.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	10,642,614.00	3,196,562.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	15,395,226.00	7,633,112.00	4,246,930.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	9.72%	5.16%	3.00%
District's Reserve Standard (Section 10B, Line 7):	4,752,611.58	4,436,548.56	4,246,928.64
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the 1st and 2nd Subsequent Years. Click the appropriate button for Item 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2019-20)	(17,353,264.00)			
Budget Year (2020-21)	(18,414,495.00)	1,061,231.00	6.1%	Met
1st Subsequent Year (2021-22)	(18,874,857.00)	460,362.00	2.5%	Met
2nd Subsequent Year (2022-23)	(19,346,729.00)	471,872.00	2.5%	Met
1b. Transfers In, General Fund *				
First Prior Year (2019-20)	0.00			
Budget Year (2020-21)	0.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2019-20)	0.00			
Budget Year (2020-21)	0.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2020
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	2	01 8919	01 7438 and 01 7439	24,817
Certificates of Participation	9	01 8011	01 7438 and 01 7439	4,065,000
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Redevelopment Loan	5	25 8681	25 7439	157,302
CFD 2000-1	12	District 40	District 40	710,000
CFD 2001-1	12	District 48	District 48	11,510,000
Capital Lease - Apple	2	01 8919	01 7438 and 01 7439	564,867
Capital Lease - iPads	4	01 8919	01 7438 and 01 7439	952,731
Capital Lease - MacBooks	5	01 8919	01 7438 and 01 7439	662,674
TOTAL:				18,647,391

Type of Commitment (continued)	Prior Year (2019-20) Annual Payment (P & I)	Budget Year (2020-21) Annual Payment (P & I)	1st Subsequent Year (2021-22) Annual Payment (P & I)	2nd Subsequent Year (2022-23) Annual Payment (P & I)
Capital Leases	17,631	17,631	8,815	0
Certificates of Participation	510,575	513,950	512,100	514,800
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Redevelopment Loan	31,460	31,460	31,460	31,460
CFD 2000-1	77,981	76,200	79,303	77,375
CFD 2001-1	1,253,881	1,259,550	1,263,675	1,262,794
Capital Lease - Apple	193,680	185,485	188,249	191,053
Capital Lease - iPads	0	241,714	241,714	241,714
Capital Lease - MacBooks	0	135,159	135,159	135,159
Total Annual Payments:	2,085,208	2,461,149	2,460,475	2,454,355
Has total annual payment increased over prior year (2019-20)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes
to increase in total
annual payments)

The increase in payments will be funded through the school site and department budgets. Previously we were purchasing these items outright and now we have entered into Capital Leases with Apple.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

- 2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the district's OPEB:
a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Certificated, classified and management employees may retire with District Service at attainment of age 55. The District's maximum contribution is limited to the single PPO rate.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4. OPEB Liabilities

- a. Total OPEB liability
- b. OPEB plan(s) fiduciary net position (if applicable)
- c. Total/Net OPEB liability (Line 4a minus Line 4b)
- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?
- e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

36,879,628.00
0.00
36,879,628.00
Actuarial
Jul 01, 2019

5. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method
- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
- d. Number of retirees receiving OPEB benefits

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a.	3,274,556.00	3,274,556.00	3,274,556.00
b.	1,317,024.00	1,317,024.00	1,317,024.00
c.	1,711,218.00	1,907,871.00	2,181,953.00
d.	112	112	112

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

The District is self-insured for property and liability losses with specific deductibles, but participated in the ASCIP public entity risk pool for excess property and liability insurance coverage. The District has contracted through Self-Insured Schools of California (SISC) for medical benefits.

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

2,846,097.00
0.00

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. Required contribution (funding) for self-insurance programs	0.00	0.00	0.00
b. Amount contributed (funded) for self-insurance programs	1,130,074.00	1,130,074.00	1,130,074.00

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	585.1	575.1	562.1	556.6

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations are open for 2020-21.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

--

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

--

4. Period covered by the agreement:

Begin Date:

--

End Date:

--

5. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

637,398

7. Amount included for any tentative salary schedule increases

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
9,680,232	10,088,543	10,500,938
96.0%	96.0%	96.0%
4.0%	4.2%	4.1%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
804,626	852,904	845,751
1.6%	1.6%	1.6%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	419.2	419.2	419.2	419.2

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations are open for 2020-21.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

--

End Date:

--

5. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year

--

or

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

213,874

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

7. Amount included for any tentative salary schedule increases

0	0	0
---	---	---

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
4,374,913	4,518,921	4,664,369
96.0%	96.0%	96.0%
6.0%	3.3%	3.2%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
169,977	171,677	173,394
1.0%	1.0%	1.0%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
No	No	No
No	No	No

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	93.1	93.1	93.1	93.1

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

FESMA is not a recognized bargaining unit. This group will likely receive comparable compensation granted to the teachers bargaining group.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

138,173

4. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	1,694,940	1,776,661	1,859,200
Percent of H&W cost paid by employer	96.0%	96.0%	96.0%
Percent projected change in H&W cost over prior year	9.0%	4.8%	4.6%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	164,109	166,576	169,075
Percent change in step & column over prior year	1.5%	1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of other benefits included in the budget and MYPs?	No	No	No
Total cost of other benefits	0	0	0
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

2. Adoption date of the LCAP or an update to the LCAP.

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

- A2. Is the system of personnel position control independent from the payroll system?

- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

- A7. Is the district's financial system independent of the county office system?

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

In preparing the 2020-21 July 1 Budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current year and the subsequent two fiscal years. If necessary, it is recognized that based on the Governor's May Revision to the proposal for the 2020-21 State Budget, budget reductions will be made. No reductions are planned for 2020-21, but the Board recognizes that \$8,000,000 in ongoing budget reductions in 2021-22 and an additional \$17,506,281 of reductions in 2022-23 will be required in order to maintain fiscal solvency.

End of School District Budget Criteria and Standards Review

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: **ADOPT RESOLUTION #19/20-24 REGARDING THE EDUCATION PROTECTION ACCOUNT**

Background: Proposition 30 added Article XIII, Section 36, to the California Constitution. The tax revenues generated from Proposition 30 are deposited into a State account called the Education Protection Account (EPA). Funds will be distributed by the State to local districts on a quarterly basis in 2020/2021.

Rationale: Article XIII, section 36, stipulates how the monies are to be spent. The Article also requires each school district to disclose how it will spend its share of the EPA in open session of a public meeting of the governing board.

Funding: The estimated District's share of the Education Protection Account for 2020/2021 is \$9,458,814. This amount offsets revenues previously received through the District's revenue limit. This is not new revenue to the District. The District will spend this funding on instruction (teacher salaries).

Recommendation: Adopt Resolution #19/20-24 regarding the Education Protection Account.

RC:MG:yd
Attachments

**ADOPT RESOLUTION #19/20-24
REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the voters approved Proposition 55 on November 8, 2016, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030:

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Fullerton School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fullerton School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 23, 2020

Board Member

Board Member

Board Member

Board Member

Board Member

Educational Protection Account
 Annual Report
 Expenditures and Other Financing Uses

FULLERTON SCHOOL DISTRICT
Expenditures: July 1, 2020 - June 30, 2021
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Admitted students		00000000
Local Contracted Services		00000000
Local Revenues		00000000
Other State Revenues		00000000
Other Local Revenues		00000000
Anthropological Services and Contributions		00000000
Unaudited Revenues		0000
TOTAL AVAILABLE		00000000
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-7999)		
Instruction		00000000
Instruction Related Services		00000000
Instructional Services and Administration		00000000
Auxiliary Activities SELA		0000
Instructional Library Media and Technology		0000
Other Instructional Resources		00000000
School Administration		0000
Other Services		00000000
Guidance and Counseling Services		0000
Health Services		0000
Attendance and Social Services		0000
Health Services		0000
Speech Pathology and Audiology Services		0000
Other Instructional Services		0000
Other Transportation		0000
Food Services		0000
Other Other Services		0000
Admission Services		00000000
Commitment Services		00000000
Entertainment		00000000
General Administration		00000000
Grant Services		00000000
Other Other		00000000
TOTAL EXPENDITURES AND OTHER FINANCING USES		00000000
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0000

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: **ADOPT RESOLUTION #19/20-25 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES**

Background: In order to provide flexibility in having cash available to meet its financial obligations, the Board of Trustees may direct that money held in any fund or account may be temporarily transferred to another fund or account of the District as authorized by Education Code section 42603.

The amounts transferred shall be repaid either the same fiscal year or no later than 120 days from year-end.

Rationale: This agenda item will allow, if necessary, the use of temporary interfund transfers and will allow the District to meet its financial obligations.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-25 to establish temporary interfund transfers of special or restricted fund monies.

RC:MG:gs
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION #19/20-25 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES

ON MOTION of Member _____, seconded by Member _____, the following Resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations as authorized by Education Code section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation, or be considered income, to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year, if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2020/2021 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or designee:

FUND NO.	DESCRIPTION
01	General Fund
12	Child Development Fund
13	Cafeteria Special Revenue Fund
14	Deferred Maintenance Fund
21	Building Fund
25	Capital Facilities Fund
40	Special Reserve for Capital Outlay Fund
67	Self Insurance Fund

PASSED AND ADOPTED by the Board of Trustees on June 23, 2020, by the following vote:

AYES: _____ NOES: _____ ABSTAIN _____ ABSENT: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, _____, Clerk/Secretary of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESS my hand this 23rd day of June 2020

Clerk/Secretary, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **ADOPT RESOLUTION #19/20-26 AND APPROVE 2020/2021 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The funds are to be used for staffing, materials, and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services.

Rationale: The State Preschool Program provides an enriched preschool practice emphasizing experiences that support skills and concepts for school readiness. Health services and parent education covering a variety of topics are also provided. The programs are designed for children of low to medium socio-economic families. Resolution #19/20-26 delegates contract authority for the period July 1, 2020 through June 30, 2021 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a maximum total reimbursable amount of \$2,215,633 to be allotted to the State Preschool Program. Funding is applied to Child Development budget (#310).

Recommendation: Adopt Resolution #19/20-26 and approve 2020/2021 Child Development State Preschool Contract effective July 1, 2020 through June 30, 2021.

JL:MC:ln
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 19/20-26**

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2020 through June 30, 2021 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 23rd day of June, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Jeanette Vazquez, President
Board of Trustees

Attest: _____
Beverly Berryman, Clerk
Board of Trustees



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0350

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-06650-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,215,633.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 44,446.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pietka, Ed.D., Superintendent			
TITLE Contract Manager		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,215,633	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 23038-6650		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,215,633	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Department of General Services
use only

DISCUSSION/ACTION ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **ADOPT RESOLUTION #19/20-27 AND APPROVE 2020/2021 CHILD DEVELOPMENT PREKINDERGARTEN FAMILY LITERACY PROGRAM INSTRUCTIONAL MATERIALS AND SUPPLIES CONTRACT EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools.

Rationale: The California Child Care and Development Division offers districts operating a State Preschool Program an Instructional Materials Contract. These funds are to be used for the purchase of interactive family and child literacy instructional materials and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services. Resolution #19/20-27 delegates contract authority for the period July 1, 2020 through June 30, 2021 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a total of \$15,000 to be applied to Child Development budget (#311).

Recommendation: Adopt Resolution #19/20-27 and approve 2020/2021 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2020 through June 30, 2021.

JL:MC:ln
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 19/20-27**

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2020 through June 30, 2021 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 23rd day of June, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Jeanette Vazquez, President
Board of Trustees

Attest: _____
Beverly Berryman, Clerk
Board of Trustees



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CPKS-0053

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-06650-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021.

The total amount payable pursuant to this Agreement shall not exceed \$15,000.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pletka, Ed.D., Superintendent				
TITLE Contract Manager		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6650	CHAPTER B/A	STATUTE 2020			FISCAL YEAR 2020-2021
TOTAL AMOUNT ENCUMBERED TO DATE \$ 15,000	ITEM 30.10.010. 6100-196-0001	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

DISCUSSION/ACTION ITEM

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **ADOPT RESOLUTION #19/20-28 AND APPROVE AGREEMENT NO. FCI-SD4-08 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT FOR THE PROVISION OF SERVICES EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2023**

Background: In 2002, the Orange County Children and Families Commission established a School Readiness Initiative to define and promote school readiness for all children from prenatal to age five. The entitlement for this grant comes from Proposition 10 funds. Funds support services, including staff and materials, for Fullerton School District’s School Readiness Program. The term of the Agreement shall commence on July 1, 2020 and terminate on June 30, 2023. A copy of the agreement is available for review in the Superintendent’s Office.

Rationale: The program has been awarded \$667,600 for three years, and based on the updated First 5 Orange County Strategic Plan, the new scope of work for the Kindergarten Readiness Initiative focuses on the following strategic directions for early learning success: a formal early childhood leadership team, engaging neighborhoods, data and service delivery integration, and sustained early childhood and family services, all demonstrating the strategic use of EDI data for meaningful district planning and outreach. Resolution #19/20-28 delegates contract authority for the period July 1, 2020 through June 30, 2023 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: The Commission will provide funding not to exceed \$667,600 and will be applied to Child Development budget (#275).

Recommendation: Adopt Resolution #19/20-28 and approve Agreement No. FCI-SD4-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2020 through June 30, 2023.

JL:MC:ln

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER #19/20-28**

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2020 through June 30, 2023 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 23rd day of June, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Jeanette Vazquez, President
Board of Trustees

Attest: _____
Beverly Berryman, Clerk
Board of Trustees

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE SPECIAL BOARD MEETING FOR BOARD PROTOCOLS, BOARD SELF-EVALUATION, AND OTHER TOPICS DETERMINED BY THE BOARD.

Background: The Board of Trustees has requested a Special Board Meeting.

Rationale: The Board of Trustees approves date(s) and topic(s) for Special Board Meetings.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE FACILITATOR OPTIONS FOR SPECIAL BOARD MEETING ON BOARD PROTOCOLS, BOARD SELF-EVALUATION, AND OTHER TOPICS DETERMINED BY THE BOARD.

Background: The Board of Trustees has requested a Special Board Meeting. The Board will have an opportunity to discuss a facilitator for the Special Board Meeting.

Rationale: The Board of Trustees approves date(s), topic(s) and facilitator for Special Board Meetings.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE DATE OR DATES CHOICES FOR SPECIAL BOARD MEETING ON BOARD PROTOCOLS, BOARD SELF-EVALUATION, AND OTHER TOPICS DETERMINED BY THE BOARD**

Background: The Board of Trustees has requested a Special Board Meeting. The Board will have an opportunity to discuss the date or date choices for the Special Board Meeting.

Rationale: The Board of Trustees approves a date for Special Board Meetings.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: RESOLUTION #19/20-21 PROCLAIMING BLACK LIVES MATTER

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. The Board had an opportunity to discuss this Resolution at the June 9, 2020, Board Meeting. After extensive discussion by the Board, there was a motion by President Vazquez, seconded by Trustee Thakur, to continue the discussion on this Resolution at June 23rd Board Meeting.

Rationale: Board of Trustees adopts Resolutions.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs
Attachments

FULLERTON SCHOOL DISTRICT
SAMPLE 1 (ORIGINAL RESOLUTION PRESENTED TO BOARD ON JUNE 9, 2020 BOARD MEETING)
RESOLUTION #19/20-21
PROCLAIMING THAT BLACK LIVES MATTER

A RESOLUTION of the Board of Trustees of the Fullerton School District to declare that the lives of black students matter and that we encourage district-wide participation in the national Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

WHEREAS, in response to both currently and historically disparate treatment of African Americans, a nationwide movement has arisen to assert that Black Lives Matter; and

WHEREAS, a national movement has arisen to assert that Black Lives Matter on the campuses that serve all children; and

WHEREAS, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have lasting negative consequences for our communities, cities, and nation; and

WHEREAS, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

WHEREAS, shouting loudly that "Black Lives Matter" does not negate our commitment to ALL of our students, but rather elevating Black students struggle to trust that our society values them, we must affirm that their lives, specifically, matter; and

WHEREAS, the problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' future; and

WHEREAS, numerous and diverse community groups, residents, and teachers wish to participate in the education, reflection, dialogue, and action in order to engage educational communities throughout Fullerton in activities that support the understandings and affirmations that underlie the Black Lives Matter Movement; and

NOW, THEREFORE, BE IT RESOLVED, the Fullerton School District Board of Trustees declares that the lives of our black students matter, the lives of our black families matter, the lives of our black teachers and staff members matter, and that all black lives matter

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees urgently encourages participation district-wide in the Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

Signed this 9th day of June, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

FULLERTON SCHOOL DISTRICT
SAMPLE 2
RESOLUTION #19/20-21
PROCLAIMING THAT BLACK LIVES MATTER

A RESOLUTION of the Board of Trustees of the Fullerton School District to declare that the lives of black students matter and that we encourage district-wide participation in the national Black Lives Matter At School Week from February 1-5, 2021. An additional week of instruction is encouraged as directed by the Superintendent's office, teachers and staff and black community leaders with input from a committee established for this purpose.

WHEREAS, in response to both currently and historically disparate treatment of African Americans, a nationwide movement has arisen to assert that Black Lives Matter; and

WHEREAS, a national movement has arisen to assert that Black Lives Matter on the campuses that serve all children; and

WHEREAS, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have lasting negative consequences for our communities, cities, and nation; and

WHEREAS, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

WHEREAS, stating that "Black Lives Matter" does not negate our commitment to ALL of our students, but rather elevating Black students' struggle to trust that our society values them, we must affirm that their lives, specifically, matter; and

WHEREAS, the problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' future by fostering dialogue, understanding the intersectionality of BLM with art, music, literature, history and science; and

WHEREAS, numerous and diverse community groups, residents, and teachers wish to participate in the education, reflection, dialogue, and action in order to engage educational communities throughout Fullerton in activities and curriculum that support the understandings and affirmations that underlie the Black Lives Matter Movement; and

NOW, THEREFORE, BE IT RESOLVED, the Fullerton School District Board of Trustees declares that the lives of our black students matter, the lives of our black families matter, the lives of our black teachers and staff members matter, and that all black lives matter.

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees in furtherance of ongoing efforts to innovate and prepare our students to succeed encourages district-wide participation in the Black Lives Matter At School Week from February 1-5, 2021 and an additional week to be determined by a Committee comprised of board members, staff, black community leaders, and academics.

Signed this 23rd day of June, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

FULLERTON SCHOOL DISTRICT
SAMPLE 3
RESOLUTION #19/20-21
PROCLAIMING THAT WHEN BLACK LIVES MATTER, ALL LIVES MATTER

A RESOLUTION of the Board of Trustees of the Fullerton School District to declare that the lives of black students matter and that we encourage district-wide participation in the national Black Lives Matter At School Week in conjunction with Black History month in February 2021.

WHEREAS, in response to both currently and historically disparate treatment of African Americans, a nationwide movement has arisen to assert that Black Lives Matter; and

WHEREAS, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

WHEREAS, throughout our nation's history, institutional and structural racism, inequities, and injustice have led to deepening racial disparities across all sectors of society and have lasting negative consequences for our communities, cities, and nation; and

WHEREAS, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

WHEREAS, stating that "Black Lives Matter" does not negate our commitment to ALL of our students, but rather elevating Black students struggle to trust that our society values them, we must affirm that their lives, specifically, matter; and

WHEREAS, addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes; and

WHEREAS, schools should be places for the practice of equity, for the building of understanding, and for the active and civic engagement of all in creating pathways to freedom and justice for all people;

NOW, THEREFORE, BE IT RESOLVED, the Fullerton School District Board of Trustees stand together strongly among our Black students, staff, families, and community and vows to reflect upon its policies, values, goals, and missions to ensure its commitment to all.

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees together with our Partnership between Administration and Labor (PAL)'s, Parent Teacher Association (PTA), District English Language Advisory Committee (DELAC), and our other parent and community advisory/input groups to listen, plan, and act, taking action steps to move forward towards greater equality, understanding and free from systemic bias.

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees commits to support work to proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees support the collaboration of educators across grade levels and content areas to use resources that are inclusive of all our diverse learners to enrich instruction throughout the entire year, not just one week or one month.

BE IT FURTHER RESOLVED, of the Board of Trustees of the Fullerton School District to declare that the lives of black students matter and that we encourage district-wide participation in the national Black Lives Matter At School Week in conjunction with Black History month in February of each year.

Signed this 23rd day of June, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

FULLERTON SCHOOL DISTRICT

Resolution Supporting Our Black Community and Standing Against Racial Injustice

June 25, 2020

This is a Resolution of the Board of Trustees of the Fullerton School District to improve the understanding of biases and anti-Black racism. The Board looks to implement greater sensitivity and personal understanding of racial inequalities to provide direct actions and programs within our school community.

Whereas, Instances of racism and anti-Blackness continue to exist in the Nation and within communities,

Whereas, this nation and Fullerton School District must acknowledge and address these and related issues facing marginalized people of color, including BIOC (Black, Indigenous and Other Color),

Whereas, the Board of Trustees of the Fullerton School District believes in equality and social justice for all people,

Whereas, the elimination of institutional and structural racism must include classroom, after school and disciplinary programs,

WHEREAS, schools should be places where equity is practiced, for the building of understanding, and for the active and civic engagement of all in creating pathways to freedom and justice for all people.

WHEREAS, while we state “Black Lives Matter” it does not negate our commitment to ALL of our students, but rather elevates Black students struggle to trust that our society values them, we must affirm that their lives matter; and

NOW, THEREFORE, LET IT BE RESOLVED, the Fullerton School District Board of Trustees stands strongly together among our Black students, staff, families, and community.

THEREFORE, LET IT BE RESOLVED, that the Fullerton School District Supports the FSD Listening and Responding Tour with ALL of our community partners.

THEREFORE, LET IT BE RESOLVED, By listening and responding to these voices, we will be equipped to understand the ways in which our students, parents and staff of diverse backgrounds have experienced the impact of the National events as they relate to our local people and their own local experiences. With this understanding, we can elevate our responsiveness to our Fullerton school community, advance our educational system for students, and better engage parents and staff with deliberate and effective actions embedded in our curriculum.

THEREFORE, LET IT BE RESOLVED, the Board of the Fullerton School District wants to create effective and genuine reforms to improve the Constitutional statements of equality for all and educate our students in their personal responsibility in that implementation.

THEREFORE, LET IT BE RESOLVED, That the Board of Trustees want to receive a formal, coordinated plan, representing actionable proposals from the voices of our entire community.

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: RESOLUTION #19/20-22 IN SUPPORT: SCHOOL AND LOCAL COMMUNITIES FUNDING ACT OF 2020

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. This Resolution was Discussion/Action Item #2g on the June 9, 2020, Regular Board Meeting. Due to time constraints, the Board approved to move this Resolution for Discussion/Action at the June 23, 2020 Regular Board Meeting.

Rationale: Board of Trustees adopts Resolutions.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION #19/20-22

Supporting the Schools and Local Communities Funding Act of 2020

Whereas, for four decades, school districts in California have experienced underinvestment and devastating cuts causing California's school funding to fall behind and resulting in fewer services and resources for students and teachers;

Whereas, the lack of adequate local funding is the result of an inequitable tax system in which corporations and wealthy investors do not pay their fair share in property taxes;

Whereas, loopholes in California's property tax system allows a fraction of major commercial and industrial properties to avoid regular reassessment and use shady schemes to hide change in ownership;

Whereas, these loopholes and tax schemes result in millions of dollars going to corporations and wealthy investors rather than to schools and local communities for essential services;

Whereas, experts estimate that the *California Schools and Local Communities Funding Act* reclaims \$12 billion in property tax revenue every year to ensure that our schools and communities have the resources to educate all of our kids and the services to support all of our families;

Whereas the *California Schools and Local Communities Funding Act* does not affect property taxes for homeowners or renters because the initiative exempts all residential property;

Whereas, academic researchers at the University of Southern California (USC) have identified that the vast majority of the reclaimed revenue will come from just a fraction of large properties;

Whereas, California schools are falling behind, ranking lowest in the nation with the largest number of students per teacher and the fewest counselors per student;

Whereas, per-pupil funding has declined from the top 10 in the nation to 41st;

Whereas, the top-ranked state spends \$10,259 more per-pupil to educate their children than California spends;

Whereas, the measure invests up to \$4 billion annually for K-14 schools to ensure that our kids receive the world-class education they deserve;

Whereas, California should be a leader in innovation by educating the next generation of students to compete in the global economy;

Whereas, the *California Schools and Local Communities Funding Act* guarantees funding to all school districts, over and above Proposition 98 funding, and following the local control funding formula to all students in need in all districts;

Whereas, the measure also provides billions in funding yearly for cities, counties, and special districts in locally controlled revenues for affordable housing, parks, libraries, emergency responders, health and human services, libraries, public infrastructure, and much more;

Whereas, the measure incentivizes the development of residential units and provides more funding for communities to invest in affordable housing;

Whereas, the measure provides new tax incentives to spur new investment in small businesses by eliminating the business personal property tax on equipment for California's small businesses;

Whereas, the measure also exempts all small business owners whose property is worth \$3 million or less;

Whereas, the measure levels the playing field for businesses that already pay their fair share in our communities;

Therefore, be it Resolved, that the **Fullerton School District** endorses the *California Schools and Local Communities Funding Act of 2020*

Signed this 9th day of June, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: LETTER OF APPRECIATION TO LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) COMMITTEE

Background: At the June 2, 2020, Special Board meeting, there was a request by two Board of Trustee members to add this topic for discussion/action. This Resolution was Discussion/Action Item #2i on the June 9, 2020, Regular Board Meeting. Due to time constraints, the Board approved to move this Resolution for Discussion/Action at the June 23, 2020 Regular Board Meeting.

Rationale: Request to add topic to a future Board agenda was made by two Board of Trustee Members.

Funding: N/A.

Recommendation: Letter of Appreciation to Local Control and Accountability Plan (LCAP) Committee.

RP:cs

Discussion/Action Item

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support
SUBJECT: VIRTUAL BOARD MEETINGS DURING COVID-19 (SHORT-TERM)

Background: Currently all board meetings are run through a Zoom Webinar where the public has the option to call in and listen to meetings. The public can also send public comments to an email address to be read out loud during meetings. The meeting minutes are posted to our district website for public consumption usually within two business days.

Rationale: Board members have requested research into the possibility of having members of the public participate by viewing the Zoom video or having access to a recording of the Zoom video after the meeting.

Funding: Various depending on options chosen.

Recommendation: Virtual board meetings during COVID-19 (short-term)

JD:kv
Attachment

Board Meeting Options (Regarding Covid Stay at Home Modified Meetings)

1. No changes. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct but do not post the audio recording to the website.
2. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct and post the audio recording to the website. (No additional cost, minimal staff time)
3. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct and post the audio recording to the website. Also record the Zoom video and post the video to Youtube and rely on the Youtube Closed Captioning system. We would want to add disclaimers to the video that the closed captioning are not reflecting the official record as Youtube is not 100% accurate. (No additional cost, two hours additional staff time per meeting)
4. The same as number three, but pay for a closed captioning service to ensure accuracy, and post the video with accurate closed captioning on Youtube within three days of the meeting. (Additional \$20,000 per year ongoing for closed captioning services, potential additional five hours per meeting of staff time to edit video to add closed captioning)
5. Live broadcasting of the Zoom meeting to Youtube can be added to any of these options, without closed captioning. We could turn off public comments during the meeting if desired.

Discussion/Action Item

DATE: June 23, 2020

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

SUBJECT: BOARD MEETING DISTRIBUTION OPTION BEYOND COVID-19 (LONG-TERM)

Background: Fullerton School District board meetings (when held in the Board Room and not under stay at home orders) are audio recorded for accuracy of minutes. The general public has the opportunity to come to the Board Room to participate and view the board proceedings. Minutes are then posted to the district website in the days following the board meeting.

Rationale: Board members have requested research into the possibility of having meetings videotaped for later posting or even live-streamed onto the Internet for public consumption.

Funding: Various depending on options chosen.

Recommendation: Board meeting distribution option beyond COVID-19 (long-term).

JD:kv
Attachment

Board Meeting Options

1. No changes. Meet in person with no video recording, post the minutes, record audio for reference to ensure the accuracy of the minutes but do not post to the website.
2. The same as number one, but also post the audio recording of the meeting to the website. (No additional cost, minimal additional staff time).
3. Add one camera to the back of the room, record the entire proceedings from that camera, post that video to Youtube afterwards and utilize the Youtube closed caption technology, post minutes and recorded audio to the website in the days after the meeting. (One time additional cost of \$15,000 to purchase a high-quality camera and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. Two additional hours of staff time per meeting).
4. Add one camera to the back of the room, record the entire proceedings from that camera, pay to have someone professionally closed-caption the video, post video to Youtube, post minutes and video to the website in the days after the meeting. (One time additional cost of \$15,000 to purchase a high-quality camera and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. \$20,000 ongoing cost for closed captioning services. Two additional hours of staff time per meeting).
5. Add one camera to the back of the room, show the camera feed live on a website with paid live-delay closed captioning, record the entire proceedings from that camera, post minutes and video to the website in the days after. (One time additional cost of \$40,000 to purchase a high-quality camera, closed caption appliance, and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. \$20,000 ongoing annual cost for closed captioning services. One-time Two additional hours of staff time per meeting).
6. Add multiple cameras, produce the live video, pay for closed captioning live (some delay), record the proceedings, pay for professional closed captioning, post minutes and video after. (One-time additional cost of ~\$90,000 to purchase three cameras, closed caption appliances, run all audio feeds through the cameras, replace outdated audio equipment for audio feeds and production equipment. \$20,000 ongoing annual cost for closed captioning services, \$30,000 ongoing for video production during the meeting as well as post-production).
7. Same as number 6, but add a way for the public to eComment during the meeting by purchasing the Granicus live meeting system. Additional ~\$50,000 per year for video and board documentation modules.
8. Work with the City of Fullerton to utilize their chambers and their systems to live-stream and live-caption all board meetings. The city currently utilizes Granicus which would cost \$50,000 for our district, and are able to broadcast using their own equipment. All other costs and personnel time unknown.

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support
SUBJECT: ONLINE AGENDA SOFTWARE FOR BOARD AGENDAS AND MEETINGS

Background: The District currently utilizes basic PDF software for creating board agendas. This process takes significant staff time and causes problems with agenda item versions being transferred between staff members, management, and others as many different staff members have input on many board agenda items. Our Superintendent’s Executive Assistant winds up doing a significant amount of work that can easily be done by software.

Rationale: The District can shift to an online program built for board agendas that allows each department to create agenda items, import attachments, and have multiple staff members working on documents in a centralized program that builds board agendas across a multiple week period and relieves work load from secretaries and staff. Workflows for multiple staff members and management members would create significant efficiencies for all District departments. Board minutes should be taken in a software program and votes should be recorded in a method that allows for uploading to minutes in a web format that becomes more searchable for the general public. These programs can make it easier to run a board meeting with the public viewing information as well as making the agendas more user-friendly. Some of these programs include a web portal for searchable board policies. Staff recommends voting to approve the purchase of the BoardDocs online agenda software solution. Below are the 2 options for review and the Board will vote for either option A or option B.

Option A: Approve Service Agreement #Q-499608 between the Fullerton School District and Diligent Corporation for the 2020-2021 school year.

Option B: Approve Service Agreement between the Fullerton School District and California School Boards Association’s (CSBA) GAMUT for the 2020-2021 school year.

Funding: Cost would be between \$7,000 - \$50,000, depending on the option chosen.

Recommendation: Online Agenda software for Board Agendas and meetings.

JD:cs
Attachments



ORDER FORM

This Order Form is made by and between Fullerton School District (“Client”) whose principal place of business is , , and Diligent Corporation (hereinafter “Diligent”), whose registered office is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “Party” and are together the “Parties.”

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “Agreement”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Description	Quantity	Annual Price Per	Total Annual Price
BoardDocs Pro	1	\$13,000.00	\$13,000.00
Total Annual Subscription Fee			\$13,000.00
One-Time Installation Fee			\$0.00

Pricing is valid for 30 days from receipt of this Order Form. If the Agreement is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “Effective Date” of this Agreement shall be the date of the Client’s signature, and the Initial Term of the Agreement shall run for 1 year from the Effective Date.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. After the Initial Term, pricing for each Renewal Term shall increase by 5% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. All Subscription Fees shall be payable Annual in advance. Diligent will invoice Client on or about execution of this Agreement. All payments are due 30 days from the date of invoice.

C. Notices And Client Information

Invoicing		Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation
111 West 33rd Street, 16th Floor, New York, NY 10120
Legal@diligent.com



Agreement Number: Q-499608

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Fullerton School District
("Client")

Diligent Corporation
("Diligent")

By:

By:

Name: Robert Pletka, Ed.D.

Name:

Job Title: Superintendent

Job Title:

Date: June 23, 2020

Date:

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and FULLERTON SD of Fullerton, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, CSBA will contact Subscriber to set up Subscriber’s Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber’s devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber’s information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the Service

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services); (d) frame or mirror any content forming part of the Services; or (e) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

FULLERTON SD of Fullerton

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Signature

Printed Name

Date

Title

Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

ATTACHMENT A

Subscriber is contracting for and agrees to pay for the following Services described in this Attachment. Subscriber will be billed for these services pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscription may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions, to be provided through GAMUT:

Module	Fee
GAMUT Policy ¹	\$4,065(Current Service)
GAMUT Policy <i>Plus</i>	N/A
GAMUT Meetings	\$7,500 (New Service)

2. Training and Set Up Fees. Subscriber agrees is contracting for the following training and site set up:

Module	Fee
Set Up Fee ²	\$250
On Site Training ³	N/A

California School Boards Association

FULLERTON SD of Fullerton

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Signature

Robert Pletka, Ed.D.

Printed Name

Date

Superintendent

Title

June 23, 2020

Date

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: BOARD OF TRUSTEES CONFERENCE ATTENDANCE.

Background: At the June 9, 2020, Regular Board meeting, there was a motion by Trustee Beverly Berryman, seconded by Trustee Janny Meyer, to add this topic for discussion/action.

Rationale: The Board of Trustees may request a topic to be added to a Board agenda.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

DATE: June 23, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE MODIFYING THE START TIME FOR OPEN SESSION FOR THE JULY 28, 2020, REGULAR BOARD OF TRUSTEES MEETING**

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. The Board will have an opportunity to discuss at the Board Meeting on June 23, 2020.

Rationale: The Board of Trustees approves modifying the start time for Open Session.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES ADJOURNED REGULAR MEETING

Thursday, June 25, 2020

5:00 p.m. Open Session

District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following audio:

(669) 900-9128 or (253) 215 -8782 or (346) 248-7799 (toll charges may apply)

Webinar ID: 893 2692 1584

Password: 570767

CALL THE ADJOURNED REGULAR MEETING TO ORDER

Discussion/Action Items:

- 2o. Resolution #19/20-21 Proclaiming that Black Lives Matter
- 2r. Virtual Board Meetings during COVID-19 (short-term)
- 2t. Online Agenda software for Board Agendas and meetings
- 2v. Approve modifying the start time for Open Session for the July 28, 2020, Regular Board of Trustees Meeting.

The Board Meeting Agenda (including presentations and attachments) can be found at:

https://www.fullertonsd.org/apps/pages/index.jsp?uREC_ID=725363&type=d&pREC_ID=1709687

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, July 28, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (714) 447-7405. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Tuesday, June 2, 2020
3:30 p.m. (Closed Session) 4:00 p.m.(Open Session)
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833
Via Zoom Teleconference

Agenda

To: Board of Trustees and Press

From: Jeanette Vazquez, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called an Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Tuesday, June 2, 2020, 3:30 p.m. (Closed Session) and 4:00 p.m. (Open Session)

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following audio:

(669) 900-9128 or (253) 215 -8782 (toll charges may apply)
Webinar ID: 815 2777 9564
Password: 752843

Public comment may be submitted by email to publiccomment@myfsd.org on or before Tuesday, June 2, 2020 at 1:00 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined.

THIS MEETING WILL BE TAPE RECORDED

3:30 p.m. Call to Order and Pledge of Allegiance, and Public Comments

Closed Session

• Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]: Appointment of Principal, Raymond School.

4:00 p.m. Call to Order Open Session, Call to Order, Pledge of Allegiance

(669) 900-9128 or (253) 215 -8782 (toll charges may apply)
Webinar ID: 815 2777 9564
Password: 752843

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address publiccomment@myfsd.org on or **before Tuesday, June 2, 2020 at 1:00 pm** and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

Update on COVID-19

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 9, 2020, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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CONSENT ITEM

DATE: June 2, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects a new hire/promotion.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 2, 2020

PCD	Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	To be announced	Raymond School	Principal	New Hire/ Promotion	salary will be commensurate with experience	7/1/20

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on June 2, 2020.

Clerk/Secretary

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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FULLERTON SCHOOL DISTRICT
Emergency Special Meeting of the Board of Trustees
Regarding Declaration of Emergency Conditions Related to COVID-19
Friday, March 13, 2020, 9:00 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Jeanette Vazquez, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called an Emergency Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Friday, March 13, 2020, 9:00 p.m.

Trustee Janny Meyer will participate via teleconference.

9:00 p.m. Call to Order Open Session, Call to Order, Pledge of Allegiance

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Discussion/Action Item:

1a. Approve Resolution #19/20-15 of the Board of Trustees of the Fullerton School authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19)

Adjournment

The next Special scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Thursday, March 19, 2020. The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, April 14, 2020, 6:00 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

DISCUSSION/ACTION ITEM

DATE: March 13, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **Adopt Resolution #19/20-15 of the Board of Trustees of the Fullerton School District authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19)**

Background: In December 2019 an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19) was identified and has impacted more than 75 countries including the United States. As of March 12, 2020, there are 198 confirmed cases of COVID-19 in California. Officials expect the number of cases in California, the United States, and worldwide to increase. As of March 4, 2020, Governor Gavin Newsom declared a State of Emergency to enable State and Local agencies to operate more effectively.

Rationale: Board of Trustees approval is needed to adopt Resolution #19/20-15.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-15 of the Board of Trustees of the Fullerton School District authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19).

RP:cs
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-15**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FULLERTON SCHOOL DISTRICT AUTHORIZING THE SUPERINTENDENT TO
TAKE ANY AND ALL NECESSARY ACTIONS TO PREPARE AND RESPOND
EFFECTIVELY TO THE NOVEL CORONAVIRUS (COVID-19)**

March 13, 2020

WHEREAS, as of March 12, 2020, the California Department of Public Health reports that there are 198 cases reported of novel coronavirus (COVID-19) in California, six of which are in Orange County, and officials expect the number of cases to increase; and

WHEREAS, numerous public and private agencies are taking immediate, proactive steps to prepare for and contain the spread of COVID-19; and

WHEREAS, on February 25, 2020, the Orange County Board of Supervisors declared a local emergency and County Health Officer Dr. Nichole Quick declared a local health emergency as part of broader preparedness efforts related to novel coronavirus, or COVID-19; and

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of COVID-19; and

WHEREAS, strict compliance with various statutes and regulations would prevent, hinder or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, it is imperative to prepare for and implement measures to respond to the potential spread of COVID-19; and

WHEREAS, it is imperative to have the tools to ensure the health and safety of students, staff, and families on our campuses; and

WHEREAS, it is imperative to have the tools to ensure student learning continues if student education needs to be conducted from alternate locations or virtual learning environments; and

WHEREAS, the protection of the health and safety and preservation of the lives and property of the people of the State from the effects of natural emergencies such as COVID-19 which may result in conditions of disaster or in extreme peril to life, property, and resources is of paramount State importance requiring the responsible efforts of public and private agencies and individual citizens, and all public employees required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law under Government Code 3100; and

WHEREAS, Section 120230 of the Health and Safety Code states, “No instructor, teacher, pupil, or child who resides where any contagious, infectious, or communicable disease exists or has

recently existed, that is subject to strict isolation or quarantine of contacts, shall be permitted by any superintendent, principal, or teacher of any college, seminary, or public or private school to attend the college, seminary, or school, except by the written permission of the health officer;" and

WHEREAS, Section 1102 of the Public Contract Code defines "emergency" to mean a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services," and section 21060.3 of the Public Resources Code and California Environmental Quality Act Guidelines 14 CCR section 15269(c) defines "emergency" to mean "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geological movements, as well as such occurrences as riot, accident, or sabotage."

WHEREAS, under California Public Contract Code Section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the board may, by unanimous vote, with the approval of the county superintendent of schools, do the following: make a contract in writing or otherwise on behalf the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid; and, notwithstanding section 20114; and

WHEREAS, the Superintendent shall make periodic reports to the Board of Education and the public regarding implementation of this resolution and the costs associated therewith; and

NOW, THEREFORE BE IT RESOLVED, That the Board of Trustees of the Fullerton School District:

(1) Determines that the circumstances described in the Resolution herein constitute an emergency condition;

(2) By unanimous vote pursuant to section 20113 of the Public Contract Code and subject to approval by the Orange County Superintendent of Schools, authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding section 20114, authorizes the flexibility of M & O, notwithstanding section 20114, to respond to the emergency conditions at District Sites; and

(3) Authorize the Superintendent and/or his designee to take any and all actions necessary to ensure the continuation of public education, and the health and safety of the students and staff at the District Sites, including, but not limited to: the relocation of students and staff, continued daily student transportation, provision of alternative educational program options, directing staff to serve as disaster service workers pursuant to Government Code 3100, and/or make alterations, repairs or improvements to school property.

PASSED AND ADOPTED by the Board of Education of the Fullerton School District on the 13th Day of March, 2020, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTENTIONS: _____

Jeanette Vazquez
Board President

(STATE OF CALIFORNIA) (SS. COUNTY OF ORANGE)

I, _____, Clerk of the Board of Education of the Fullerton School District of Orange County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the Office of the Superintendent.

Beverly Berryman
Clerk

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and December and twice during the months of June and September. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Wednesday, October 30, 2019, 3:00 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Janny Meyer, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Wednesday, October 30, 2019, 3:00 p.m.

3:00 p.m. Call to Order Open Session, Call to Order, Pledge of Allegiance

Public Comments

Public Comments/Persons Addressing the Board – Policy

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Discussion Items:

- First Reading Continuance of Potential Bond Resolution and Full Proposition presented to the Voters by the Fullerton School District.

- Board of Trustee Term Limits

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 12, 2019, 6:00 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON
SCHOOL DISTRICT ORDERING AN ELECTION, AND
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Fullerton School District (the “District”) has determined that schools within the District need to be upgraded, repaired, expanded, and better equipped, in a fiscally prudent manner, to enable the District to improve student learning opportunities, and improve student safety and campus security by installing fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, since some District schools were built more than 60 years ago, additional resources are necessary to make basic improvements, including upgrading deteriorating roofs, plumbing, and electrical systems as well as removing hazardous materials like asbestos and lead paint; and

WHEREAS, the Board is devoted to improving the quality of education in our local public schools by upgrading technology to support instruction in core subjects like math, science, engineering, technology and the arts; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a wise investment; and

WHEREAS, the State of California (the “State”) has been unable to provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District has completed a facilities assessment with extensive community engagement to identify the most pressing needs in each of the District’s schools to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, the District has reviewed and is in agreement with the criteria established by the Orange County Taxpayers Association for the fiscally responsible issuance of local school district bonds; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District’s voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities which will improve the health, safety and quality of education for students in the District; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not increase the current tax rates for school facilities and not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$198,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be March 3, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, the arts and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens' organization; One member who is active in taxpayers association. In furtherance of its specifically

enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

(i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);

(ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;

(iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;

(iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the Improvement District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

(g) that the Board will maintain a reserve of 2% - 3% of general funds for economic uncertainties;

(h) that the Board will budget 2-3% of its operating revenues for maintenance of facilities;

(i) that the Board will seek to set aside at least 2% of the value of the Bonds issued from the general fund for future construction and repairs;

(j) that the Board will adopt a No Pay-to-Play policy;

(k) that the bonds will be sold at a competitive sale.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering election pursuant to the provisions hereof, the District has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuation made by the County assessor that available to the District.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 6, 2019.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Orange County Registrar of Voters by the established deadlines.

Section 10. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 12th day of November, 2019.

BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT

By _____
President

Attest:

Secretary

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Dr. Robert Pletka, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Fullerton School District at the meeting thereof held on the 12th day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE FULLERTON SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 3, 2020

The following is the full proposition presented to the voters by the Fullerton School District.

“To repair aging classrooms/facilities at Fullerton elementary/middle schools including deteriorating roofs, plumbing, electrical systems; improve student safety and security; upgrade, acquire, construct, and equip classrooms, labs, libraries, sites/facilities to support student achievement in science, math, arts, and technology; shall Fullerton School District’s measure authorizing \$198,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$11 million annually) while bonds are outstanding, be adopted, with citizen oversight and all money staying local?”

PROJECT LIST

The Board of Trustees of the Fullerton School District is committed to **improving the quality of education** in local schools by providing safe, secure, upgraded classrooms, labs and technology needed to support high quality instruction **in math, science, engineering and technology**. To that end, the Board evaluated the District’s urgent and critical facility needs, including **safety** issues, class size reduction, **basic repairs**, computer and information technology in developing the types of projects to be funded by this measure as described below. The District also revised a 2015 Master Facilities Plan, which is incorporated herein in its entirety. The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized the key health and safety needs so that the most critical facility needs are addressed.

In approving this Project List, the Board of Trustees determines that the District **must**:

- (i) **Remove hazardous materials like asbestos and lead paint, as necessary, from older schools; and**
- (ii) **Provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and**
- (iii) **Repair or replace deteriorating roofs, plumbing, heating, ventilation, and electrical systems where needed; and**
- (iv) **Keep computer systems and instructional technology up-to-date; and**
- (v) **Improve student safety and campus security including security fencing, security cameras, emergency communication systems, smoke detectors, fire alarms and sprinklers; and**
- (vi) **Adhere to specific fiscal accountability safeguards:**
 - (a) **All expenditures subject to annual independent financial audits.**
 - (b) **No money taken by the State. All funds stay local.**
 - (c) **All expenditures reviewed by an independent citizen oversight committee to ensure that funds are spent only as authorized.**

The Project List includes the following types of upgrades and improvements at District schools, facilities and sites:

**STUDENT SAFETY AND ACHIEVEMENT: LOCAL SCHOOL FUNDING TO SUPPORT
HIGH QUALITY INSTRUCTION IN MATH, SCIENCE, ENGINEERING AND
TECHNOLOGY**

Projects That Improve Student Safety and Success

Goals and Purposes: A few of our schools have modern classrooms, labs, and educational facilities, but most do not. This measure will ensure that all students have equal access to the classrooms, labs and facilities they need to succeed.

Whether or not one has school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes is a wise investment.

Schools will benefit from a variety of safety and achievement projects, such as:

- **Improve student safety and campus security systems**, including security fencing, security cameras, emergency communications systems, smoke detectors, fire alarms and sprinklers.
- **Keep computer systems and instructional technology up-to-date.**
- Provide the classrooms and facilities needed to support high quality instruction in music, visual and performing arts.
- Transform outdated libraries into modern learning centers.
- **Provide the classrooms, facilities and technology need to support high quality instruction in math, science, engineering, and technology.**
- Improve pick-up and drop-off zones and parking lots to improve student safety and traffic flow.
- Ensure that childrens' playground equipment and play areas meet current health and safety standards.
- **Remove hazardous materials like asbestos and lead paint, as necessary, from older school sites.**

IMPROVE THE QUALITY OF EDUCATION IN LOCAL PUBLIC SCHOOLS

School Repair and Upgrade Projects Funded By Money That Cannot Be Taken By the State Or Used for Other Purposes

Goals and Purposes: If we want our kids to succeed in high school, college and in-demand careers, they must be skilled in the use of today's technologies and have a solid background in science, math, engineering and technology. This measure will make this possible.

Some of our schools were built over 60 years ago and they need to be repaired and upgraded. It's time to make essential repairs and improvements, including deteriorating roofs, plumbing, and electrical systems, so our schools can serve the community well for decades to come.

- **Repair or replace deteriorating roofs, plumbing, sewer lines and electrical systems.**
- Improve access to school facilities for students with disabilities.
- **Provide classrooms, labs and technology to support high quality instructions in math, science, engineering and technology.**
- Improve heating, ventilation, and air conditioning systems, insulation, doors and windows to increase energy efficiency and reduce utility bills.
- Replace aging portable classrooms that are expensive to repair and maintain with modern, permanent classrooms.
- Ensure that all students have equal access to outdoor learning, athletics, and physical education facilities.
- **Remove hazardous materials like asbestos and lead paint from older schools.**
- Upgrade older schools so they meet the same academic and safety standards as newer schools.

In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: add or renovate student and staff restrooms; repair and replace electrical, plumbing, heating, ventilation and air conditioning systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, floors, doors and drinking fountains; construct or renovate facilities for more efficient administration and multi-purpose learning spaces; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices; upgrade or construct support facilities including administrative, physical education, gyms, music, art, performing and fine arts classrooms or facilities, science, computer labs/classrooms, libraries and buildings, covered eating areas, and welcome centers; repair and replace fire alarms, emergency communications, fencing and security systems; improve facilities to satisfy ADA requirements; resurface or replace asphalt, broken concrete and improve hard courts, turf and irrigation/drainage systems and campus landscaping; install signage and marquees; expand parking and drop-off areas; improve all site utilities; acquire land; construct new school buildings, including 2-story classrooms; upgrade or replace interior and exterior painting, floor covering (including carpets), and school facades; demolition; upgrade kitchens, food service, and school cafeterias; build or install or upgrade a data center and generator at central district office; construct various forms of storage and support spaces and classrooms; improve outdoor learning environments and quads; repair, upgrade and install

interior and exterior lighting systems; improve playgrounds, tracks, play structures, sports complex, athletic fields and facilities to support student health, fitness and safety; replace outdated security fences and security systems (including access control systems), provide lunch shelters, indoor space for assemblies or for rainy day lunch; upgrade music labs, multi-purpose rooms, learning centers and library media centers; add or upgrade parking lots. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, network rewiring, cabling, fiber infrastructure, computers, portable interface devices, servers, switches, routers, modules, sound projection systems, classroom tv/audio enhancements, laser printers, digital white boards, document projectors, upgrade voice-over-IP, clock/telephone/ intercom systems, call manager and network security/firewall, wireless technology systems, refresh classroom technology, miscellaneous IT and instructional equipment, data storage, phones, identity cards and the construction and installation of a data center in the cloud for the District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of portable classrooms and existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation or drainage systems, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: THIS MEASURE REQUIRES A CLEAR SYSTEM OF ACCOUNTABILITY, INCLUDING A PROJECT LIST DETAILING HOW THE MONEY WILL BE USED, A CITIZEN'S OVERSIGHT COMMITTEE, AND INDEPENDENT AUDITS TO ENSURE MONEY IS SPENT PROPERLY.

IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND

MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

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FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Wednesday, October 16, 2019, 4:00 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Janny Meyer, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Wednesday, October 16, 2019, 4:00 p.m.

4:00 p.m. Call to Order Open Session, Call to Order, Pledge of Allegiance

Public Comments

Public Comments/Persons Addressing the Board – Policy

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Discussion/Action Item:

1a. Approve Revised Board Annual Goals.

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 12, 2019, 6:00 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

DISCUSSION/ACTION ITEM

DATE: October 16, 2019
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board has been discussing the revised Board Annual Goals at previous Board Meetings.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board Annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals.

RP:cs
Attachment

2018-2019 Goal 1:

To prepare students to be successful in high school, college and career by fostering students' personalized interest and passion as well as increasing student self- efficacy through mastery of grade level content standards, technology, and the 5 C's (Communication, Collaboration, Creativity, Critical Thinking, Character) needed for students to be innovative in the 21st Century. Students will be able to identify interests and a pathway to college and career by 8th grade. Additionally, students prepared to take A-G requirements will increase.

2019-2020 Version A Proposed Revised Goal 1:

We value high expectations for all students, and we are committed to closing the achievement gap. We prepare students to be successful in High School, College, and Career while utilizing their strengths to enhance the world. Our personalized student-centered approach creates innovative and productive citizens engaged in democracy.

2019-2020 Version B Proposed Revised Goal 1:

High Expectations for ALL Students

Objectives to Reach Goal 1:

- Master grade level content
- Close the achievement gap
- Prepare students for success in high school, college, and career
- Utilize personalized, student-centered approach and student strengths to enhance the world
- Create innovative and productive citizens engaged in Democracy
- Promote patriotism and United States Civics in existing frameworks, curriculum, and State standards

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 2:

To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract highly qualified staff while maintaining a budget free of structural deficit spending.

2019-2020 Version A Proposed Revised Goal 2:

We ensure long-term District financial stability through responsible fiscal stewardship. We allocate funding to support prioritized programs, enhance facilities, and attract and retain highly qualified staff.

2019-2020 Version B Proposed Revised Goal 2:

Long-term District Financial Stability

Objectives to reach Goal 2:

- Exercise responsible fiscal stewardship
- Allocate funding to support prioritized programs, enhanced facilities, and attract and retain highly qualified staff

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 3:

Recruiting, hiring, and developing the best staff possible is a top priority, as great teachers are key to achieving a high quality of education in our District. Where children are adversely impacted, we will take steps to dismiss unsatisfactory performers.

2019-2020 Version A Proposed Revised Goal 3:

We are committed to recruiting, hiring, and retaining an exceptional and culturally responsive staff that is student-centered and focused on high expectations for all students. Our staff will respond with urgency to the needs and safety of our children.

2019-2020 Version B Proposed Revised Goal 3:

Recruit, Hire, and Retain Exceptional Staff

Objectives to reach Goal 3:

- Recruit and hire exceptional applicants who are culturally responsive, student-centered, and focused on high-expectations for all students
- Evaluate all staff regularly to improve performance
- Provide professional growth and development opportunities
- Communicate our value for recruiting and retaining a diverse staff

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019 Goal 4:

High level of focus on parent and community engagement in all areas of programming and committees by fostering a culture throughout the District where community and family feel welcomed, respected and appreciated.

2019-2020 Version A Proposed Revised Goal 4:

We welcome and engage parents and community in meaningful and culturally responsive ways. We respect, empower, and appreciate our diverse community through parent and community involvement in programs, committees, school cultures, and celebrations.

2019-2020 Version B Proposed Revised Goal 4:

Welcome and Engage Parents and Community in the Fullerton School District

Objectives to reach Goal 4:

- Provide meaningful and culturally responsive engagement opportunities
- Respect, empower, and appreciate our diverse community
- Involve parents and community in programs, committees, school cultures, and celebrations

- Engage parents to participate and provide opportunities for input in District parent involvement groups

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

2018-2019

NO GOAL EXISTS!

2019-2020 Version A Proposed New Goal 5:

We promote child-centered education with our community partners that supports the health, safety, and engagement of each student. We educate the whole child to be productive citizens of the community through restorative practices, nutrition, mental and social-emotional health, personal responsibility, and a positive school climate.

2019-2020 Version B Proposed New Goal 5:

Promote Safety, Mental/Physical Health, and Well-being

Objectives to reach Goal 5:

- Promote child-centered education with an emphasis on the whole-child
- Work with community partners
- Provide programs that focus on restorative practices, nutrition, mental and social-emotional health, personal responsibility, and a positive school climate
- Opportunities for students to be productive citizens of the community will be a priority
- Create an environment that incorporates the importance of Safety, Mental/Physical Health, and Well-being for all students, employees, and members of the community

Board Member Feedback

Aaruni:

Bev:

Hilda:

Janny:

Jeanette:

FULLERTON SCHOOL DISTRICT

Resolution #19/20-21 Supporting Our Black Community and
Standing Against Racial Injustice

June 25, 2020

This is a Resolution of the Board of Trustees of the Fullerton School District to improve the understanding of biases and anti-Black racism and to proclaim the lives of Black students matter. The Board looks to implement greater sensitivity and personal understanding of racial inequalities. We embed direct actions and programs within our school community by encouraging district wide participation during the first week of February declaring that the lives of Black students matter in conjunction with Black History month.

Whereas, Instances of racism and anti-Blackness continue to exist in the Nation and within communities,

Whereas, this nation and Fullerton School District must acknowledge and address these and related issues facing marginalized people of color, including BIPOC (Black, Indigenous and People of Color),

Whereas, the Board of Trustees of the Fullerton School District believes in equality and social justice for all people,

Whereas, the elimination of institutional and structural racism must include classroom, after school and disciplinary programs,

Whereas, schools should be places where equity is practiced, for the building of understanding, and for the active and civic engagement of all in creating pathways to freedom and justice for all people.

Whereas, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

Whereas, while we state “Black Lives Matter” it does not negate our commitment to ALL of our students, but rather elevates Black students struggle to trust that our society values them, we must affirm that their lives matter; and

NOW, THEREFORE, BE IT RESOLVED, the Fullerton School District Board of Trustees stand together strongly among our Black students, staff, families, and community and vows to reflect upon its policies, values, goals, and missions to ensure its commitment to all.

THEREFORE, LET IT BE RESOLVED, that the Fullerton School District Supports the FSD Listening and Responding Tour with ALL of our community partners including but not limited to CSEA, FETA, FESMA, PTA, DELAC, and Champions for Learning.

THEREFORE, LET IT BE RESOLVED, By listening and responding to these voices, we will be equipped to understand the ways in which our students, parents and staff of diverse backgrounds have experienced the impact of the National events as they relate to our local people and their own local experiences. With this understanding, we can elevate our responsiveness to our Fullerton school community, advance our educational system for students, and better engage parents and staff with deliberate and effective actions embedded in our curriculum.

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees support the collaboration of educators across grade levels and content areas to use resources that are inclusive of all our diverse learners to enrich instruction throughout the entire year, supporting curriculum to accurately portray the cultural and racial diversity of our society.

THEREFORE, LET IT BE RESOLVED, That the Board of Trustees want to receive a formal, coordinated plan, representing actionable proposals from the voices of our entire community.

Respectfully,

Board of Trustees, Fullerton School District

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Thursday, July 2, 2020, 3:30 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Jeanette Vazquez, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Thursday, July 2, 2020, 3:30 p.m.

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following audio:

(669) 900-9128 or (346) 248 -7779 or (253) 215-8782 (toll charges may apply)
Webinar ID: 825 0993 1733
Password: 791226

Public comment may be submitted by email to publiccomment@myfsd.org on or before Thursday, July 2, 2020 at 11:30 a.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined.

THIS MEETING WILL BE TAPE RECORDED

Public Comments – Policy

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3:30 p.m. Call to Order and Pledge of Allegiance

Public Comments – Policy (see above)

Action Item:

Approve agenda as listed below

Discussion/Action Items

1. BOARD GOVERNANCE WORKSHOP: The Board will explore, discuss, and take possible action to create or revise Board Protocols and/or Bylaws related to the role of board and board governance including:
 - Roles of Board and Board President
 - Board Protocols, Operating Procedures and, Bylaws
 - Board Role and Communication with LCAP and other District Committees
 - Enforcement of Board Protocols and Bylaws
2. Virtual Board Meetings during COVID-19 (short-term)
3. Online Agenda software for Board Agendas and meetings

Adjournment

The next Special scheduled meeting of the Board of Trustees of the Fullerton School District will be on Thursday, July 16, 2020, at 4:00 p.m. and the Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, July 28, 2020, at 3:30 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실수 있습니다. 한국어 또는 스페인어 통역사를 이용하실길 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (714) 447-7405. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
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FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, July 30, 2019
3:00 p.m. Open Session, 5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:12 p.m. and Marc Ecker from Leadership Associates led the pledge of allegiance to the flag. The Board discussed their Board of Trustees Annual Goals and Protocols.

Board Members present: Beverly Berryman, Janny Meyer, Aaruni Thakur, Hilda Sugarman, and Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Chad Hammitt and Julienne Lee

Guest Present: Marc Ecker (Leadership Associates)

President Meyer adjourned Open Session (relating to Board of Trustee Annual and Goals and Protocols) at 5:02 p.m.

Recess to Closed Session – Agenda

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:16 p.m. and Mark Jacobs led the pledge of allegiance to the flag. The Board recessed to Closed Session for: Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session– Board Room

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:09 p.m. and Sue Albano (Director for Educational Services) led the pledge of allegiance. President Meyer reported that in closed session, the Board voted 5-0 to Approve General Release and Settlement Agreement between the Fullerton School District and the parents of Student (OAH Case No. 2019060533). The District shall contract with Western Youth Services, to provide ten (10) hours of compensatory education in the form of counseling and social skills services. District agrees to pay, as a compromise and settlement only, the sum of Five Thousand Eight Hundred Dollars (\$5,800.00) for all attorneys' fees owed or paid by Parent in connection with the Action.

Superintendent's Report

Dr. Bob Pletka thanked the various classified staff that worked throughout the Summer preparing for the new school year. He stated the Management Symposium was very successful and helped continue the importance of the FSD team being a family and created a sense of strength and purpose.

Information from the Board of Trustees

Trustee Vazquez- She stated she was sad to have missed the Management Symposium and she is looking forward to continuing the conversation with her colleagues on the Board of Trustee Annual Goals.

Trustee Sugarman- She commended Dr. Pletka for his vision to lead FSD and planning the Management Symposium. She thanked Dr. Pletka for recognizing the various District departments and their accomplishments.

Trustee Berryman – She attended the Management Symposium and Trustee Berryman shared it is great to see different groups of leaders working together for the goal of making all children successful. She gave kudos to staff for the summer programs including the STAGE Arts program.

Trustee Thakur– He welcomed everyone to a new school year and reported the Management Symposium was a great time for reflection.

President Meyer- She briefly shared about her favorite sessions during the Management Symposium. She read the following statement: "Each year the Board is required to evaluate the Superintendent based on the District Board Annual Goals. Two weeks ago, the Board met and worked with Dr. Pletka to accomplish the yearly evaluation. She was happy to report the Board, as a body, found Dr. Pletka exceeding in all four Board Annual Goals." She thanked the Board for an engaging and productive meeting and congratulated Dr. Pletka for

another great year. In addition, President Meyer welcomed Julienne Lee in her new role as Assistant Superintendent of Educational Services.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –No report.

CSEA – No report.

FESMA –No report.

Public Comments:

No comments.

Approve Minutes

It was moved by Hilda Sugarman seconded by Jeanette Vazquez and carried 4-1 (Trustee Berryman abstained for being absent at the June 18th Board Meeting) to approve minutes of the Regular meeting on June 18, 2019.

It was moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to approve minutes of the Special meeting on July 17, 2019.

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to approve the consent items and moving consent item #1ss from consent to an information item. The Board commented on consent items #1b, #1i, #1ff, #1hh, #1rr.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered M22C0090 through M22C0091, M22D0386, M22E0475 through M22E0516, M22L0003, M22M0303 through M22M0320, M22R1755 through M22R1793, M22T0050 through M22T0060, M22V0287 through M22V0293, M22X0432 through M22X0437 and M22Z0066 through M22Z0067 for the 2018/2019 fiscal year; N22B0003, N22C0001 through N22C0005, N22D0001 through N22D0005, N22E0001 through N22E0002, N22M0001 through N22M0052 through N22R0001 through N22R0165, N22S0001, N22T0001 through N22T0005, N22V0001 through N22V0021, N22X0001 through N22X0175, N22Y0001 through N22Y0048, and N22Z0001 through N22Z0068 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210749 through 210792 for the 2018/2019 school year and purchase orders numbered 220000 through 220060 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 122612 through 123306 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13642 through 13772 for the 2019/2020 school year

1g. Approve/Ratify Classified Personnel Reports.

1h. Approve Classified tuition reimbursements.

1i. Approve contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2019 through June 30, 2020.

1j. Approve/Ratify three-year service agreement for Workers' Compensation claims administration services with York Risk Services Group, Inc., effective July 1, 2019 through June 30, 2022.

1k. Approve/Ratify agreement with Knowledge Saves Lives (KSL) for two additional emergency preparation trainings conducted on April 13, and April 27, 2019.

1l. Approve agreement with Knowledge Saves Lives (KSL) to provide emergency preparation training for all staff during the 2019/2020 school year

1m. Approve/Ratify the General Service Agreement between Fullerton School District and Rachel Shaw and Associates (RSA), effective July 1, 2019 – June 30, 2020.

1n. Approve rejection of claims against the Fullerton School District numbered: 1905973, 1905974, and 1905975.

1o. Approve/Ratify Retainer Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2019/2020 fiscal year.

1p. Approve/Ratify General Contract Service Agreement between Fullerton School District and Alvarez & Associates – CPTED, Inc., effective July 1, 2019 through July 1, 2021.

1q. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2019- June 30, 2019).

1r. Approve/Ratify Tomorrow's Teachers Teacher Placement Agreement with Long Beach City College effective July 1, 2019.

1s. Adopt resolutions numbered 18/19-B038 through 18/19-B041 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1t. Approve/Ratify warrants number 1205 for the 2018/2019 school year (District 48, Amerige Heights).

1u. Approve/Ratify purchase order numbered N40X0001 for the 2019/2020 fiscal year for District 40 (Van Daele).

1v. Approve/Ratify purchase orders numbered N48R0001 and N48X0001 for the 2019/2020 fiscal year for District 48 (Amerige Heights).

1w. Approve/Ratify piggyback contract between Fullerton School District and Beach Cities Cooperative Bid No. 18-01 for the Paper Products and Cleaning Supplies Delivery Service for the 2019/2020 school year.

1x. Approve proposal between Fullerton School District and Gold Star Food, Inc., from Savanna School District for the following Notice of Request For Price Quotes for the distribution of fresh produce for the 2019/2020 school year.

1y. Approve agreement for Pinnacle Petroleum to provide gasoline and diesel fuels for District vehicles for a period of three (3) years, as a result of Orange County School District's Cooperative Fuel Bid, Placentia-Yorba Linda Unified School District Bid No. 220-02, effective August 1, 2019 through July 31, 2022.

1z. Approve Additive Change Order #3, 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

1aa. Approve Additive Change Order #1, Robert C. Fisler School Improvements, FSD-18-19-DF-02, for the installation of a new modular classroom building to New Dimension General Construction.

1bb. Approve Notice of Completion for New Dimension General Construction to remove the existing damaged, worn asphalt blacktop and replace with new asphalt concrete at Pacific Drive Elementary School.

1cc. Approve Notice of Completion for New Dimension General Construction to dig out and move exiting 5' tall chain link fencing adding two gates to ensure student and staff safety at Orangethorpe Elementary School.

1dd. Approve Notice of Completion for New Dimension General Construction to sawcut and remove the existing damaged, worn asphalt blacktop and the replacement with new asphalt concrete at Rolling Hills Elementary School.

1ee. Approve Notice of Completion for New Dimension General Construction to remove the existing damaged, worn curbs, ramps and to form and pour new concrete ramps and curbs at Sunset Lane Elementary School.

1ff. Approve/Ratify Agreement between Fullerton School District and Addiction Treatment Technologies, LLC, effective July 1, 2019 through June 30, 2020.

1gg. Approve/Ratify Addendum to 2019/2020 Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to reflect the removal of Woodcrest School from the AVID Program and retain the AVID Program at Nicolas Junior High School effective July 1, 2019 through June 30, 2020.

1hh. Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters for Raymond and Orangethorpe Schools effective September 3, 2019 through May 29, 2020.

1ii. Approve/Ratify 2019/2020 Memorandum of Understanding between the Fullerton School District and Centralia School District for special education programs and services effective July 1, 2019 through June 30, 2020.

1jj. Approve/Ratify Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2018/2019 school year.

1kk. Approve/Ratify Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2019/2020 and 2020/2021 school years.

1ll. Approve one-day reading conference provided by Educator Collaborative at Fisler School for professional development on August 1, 2019.

1mm. Approve Agreement between Fullerton School District and The Graide Network effective August 1, 2019 through June 15, 2020.

1nn. Approve Independent Contractor Agreement with Abramson Audiology, Allied Interpreting Service, Inc., Customized Vision Care, Dayle McIntosh Center, Goodwill Industries of Orange County (ATEC), Hollar Speech and Language, Kauser Sharieff, MD, Mark Lerner, MD, Marshall B. Ketchum University, Perry Passaro, MD, Premier Healthcare Services, LLC, and Secure Transportation effective July 31, 2019 through June 30, 2020.

1oo. Approve Agreement between Fullerton School District and Kid Healthy/OneOC for Raymond School effective August 1, 2019 through June 30, 2020.

1pp. Approve/Ratify Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2019/2020 school year.

1qq. Approve/Ratify Agreement between Fullerton School District and Premier Healthcare Services, LLC, for Licensed Vocational Nurse support by a private duty Licensed Vocational Nurse effective June 10, 2019 through June 30, 2021.

1rr. Approve/Ratify Agreement between Fullerton School District and WestEd to provide an evaluation of educational programs related to student achievement and engagement effective July 1, 2019 through June 30, 2020.

1ss. Approve Final Local Control and Accountability Plan (LCAP) Budget Update for 2019/2020 and Annual Update for 2018/2019. *(this item was pulled from consent and moved to an information item)*

1tt. Approve Nonpublic School Master Contracts with Beacon Day School, Blind Children's Learning Center, Olive Crest Academy – Garden Grove, Olive Crest Academy - Orange, and Speech and Language Development Center effective July 31, 2019 through June 30, 2020.

1uu. Approve the use of CMAS contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

1vv. Approve one-year agreement between Fullerton School District and Resilient Communications for consulting services.

1ww. Approve the use of the California Multiple Award Schedules (CMAS) (Golden Star Technology, Inc.) Contract number 3-13-70-1975F, for the purchase of network switches and wireless access points.

1xx. Approve a contract to Resilient Communication, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 3-18-70-2492J, for the purchase of IP phones and supporting equipment.

1yy. Approve a contract to State of California Department of General Services No. AR233: Data Communications Products and Services.

1zz. Approve Independent Contractor Agreement between Fullerton School District and TechSmart for the 2019/2020 school year.

1aaa. Approve rescheduling Regular Board Meeting from December 17, 2019 to December 10, 2019.

1bbb. Award the use of the CMAS 4-19-78-0089B for Valencia Park Elementary playfield improvements to KYA Services, LLC.

1ccc. Award the use of the CMAS 4-19-78-0089B contract for Acacia Elementary playfield improvements to KYA Services, LLC.

1ddd. Approve/Ratify Agreement for Consultant Services between Fullerton School District and Leadership Associates for Board Annual Goals/Protocols Meeting.

Discussion/Action Items:

2a. Adopt Resolution #19/20-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

It was moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #19/20-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

2b. Adopt Resolution #19/20-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 4-1 (Trustee Thakur abstained for living in District 48) to adopt Resolution #19/20-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2c. Adopt Resolution #19/20-05 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to adopt Resolution #19/20-05 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

2d. Adopt Resolution #19/20-06 authorizing district staff to conduct interviews and take other actions as deemed appropriate in furtherance of exploring the feasibility of a 2020 general obligation bond ballot measure.

It was moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to adopt Resolution #19/20-06 authorizing district staff to conduct interviews and take other actions as deemed appropriate in furtherance of exploring the feasibility of a 2020 general obligation bond ballot measure.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Reminder dates: New Teacher Orientation (7/7/19), FSD Welcome Back (8/8/19), First Day of School (8/12/19), Special Board Meeting on Board Annual Goals (8/20/19), and Fullerton Education Foundation Toast to Learning event (10/12/19).

Adjournment:

President Meyer adjourned the Regular meeting on July 30, 2019, at 6:43 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, August 13, 2019
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Recess to Closed Session – Agenda:

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Introductions/Recognitions:

Giselle Suastegui, Entrepreneur of the Year
Wilson W. Phelps Foundation

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a “request to speak” slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting July 30, 2019

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting.

Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered N22C0006 through N22C0008, N22D0052 through N22D0064, N22E0003, N22M0053 through N22M0073, N22R0166 through N22R0219, N22T0006 through N22T0011, N22V0022 through N22V0031, N22X0176 through N22X0205, N22Y0049 through N22Y0058, and N22Z0069 for 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220061 through 220069 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 123307 through 123491 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13773 through 13774 for the 2019/2020 school year.

1g. Rejection of Bid No. FSD-18-19-GF-05 Acacia Elementary Re-Bid for playfield improvements.

1h. Rejection of bid Bid No. FSD-18-19-GF-04 Valencia Park Elementary for Playfield Improvements.

1i. Rejection of bid No. FSD-18-19-GF-06 Valencia Park Elementary Re-Bid for Playfield Improvements

1j. Approve Notice of Completion for KYA Services, LLC, for the purchase of needed carpet and repair materials for the library located at Beechwood School.

1k. Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn and damaged carpet and tile at Raymond Elementary School.

1l. Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn damaged carpet and tile located in the multi-purpose cafe at Richman Elementary School.

1m. Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn and damaged carpet and tile at Valencia Park Elementary School.

1n. Approve Additive Change Order #5, 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A1 Fence Company.

1o. Approve/Ratify renewal of Unpaid School Psychology Internship Agreement with Chapman University effective August 1, 2019 through September 1, 2024.

1p. Approve Educational Consulting Agreement between Fullerton School District and North Orange County Community College District to provide college courses to grades 7 & 8 students effective August 17, 2019 through May 31, 2020.

1q. Approve/Ratify Agreement Number 48400 between Orange County Superintendent of Schools and Fullerton School District for professional development training for Child Development Services preschool staff effective July 1, 2019 through June 30, 2020.

1r. Approve Nonpublic Agency Master Contracts with Autism Learning Partners – Orange, Behavioral Learning Network, Comprehensive Educational Services, Inc. DBA ACES, Cornerstone Therapies, Integrity Therapy for Kids DBA The Launchpad Therapy for Kids, John Tracy Clinic, Maxim Healthcare Services, Inc., Pediatric Therapy, LLC, Procure Therapy, Inc., Providence Speech and Hearing Center, Russo, Fleck & Associates, Sea Change Therapy, LLC., Speech Bananas, Staffrehab, Therapists Unlimited, A Genesis Healthcare Company, Therapy Staff, LLC, and 3 Chords, Inc. DBA Therapy Travelers effective August 14, 2019 through June 30, 2020.

1s. Approve agreement with Swing Education effective August 14, 2019.

1t. Approve/Ratify warrant numbered 1124 for the 2019/2020 school year.

1u. Approve/Ratify warrant numbered 1206 for the 2019/2020 school year.

1v. Adopt resolutions numbered 18/19-B40-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1w. Adopt resolution numbered 19/20-B001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1x. Adopt resolution numbered 18/19-B042 through 18/19-B047 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1y. Approve/Ratify out-of-state conference attendance for Dr. Robert Pletka and Jeremy Davis, to attend the League of Innovative Schools Spring 2019 Meeting in Loudoun County, Virginia, October 16-18, 2019.

Presentation

Results of Public Opinion Survey

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, September 10, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

The next Special scheduled meeting of the Board of Trustees of the Fullerton School District will be

held on Tuesday, August 20, 2019, (Board Annual Goals).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 것 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), reassignment(s), resignation(s), new hire(s), and promotion.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 13, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Champlin	Brandy	Parks, OT, GH	Teacher	Admin Transfer	Brandy will be 1.0 FTE at Parks Junior High 08/08/19; the Board approved admin trxf from 7/30/19 is rescinded.	8/8/19
111	Cooper	Sara	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee to participate in Center Stage. Budget #0131652101-1100	6/10/19-6/14/19
128	Higgs	Jody	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in interview panel. Budget #0130415101-1101	6/3/19-8/7/19
120	Maehr	Jennifer	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to set up classroom library. Budget #0130225101-1101	7/24/19
108	Ramos	Brenda	Richman	Preschool Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to participate in Opal Summer Symposium in Portland. Budget #1234052101-1101	6/22/19
128	Rivera	Melissa	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in interview panel. Budget #0130415101-1101	6/3/19-8/7/19
120	Turner	Eden	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to set up classroom library. Budget #0130225101-1101	7/24/19
	Collier	Holly	Certificated Personnel	Substitute Teacher	New Hire		7/24/19
	Gomes	Stephanie	Certificated Personnel	Substitute Teacher	New Hire		8/1/19
	Greer	Margaret	Parks JHS	Teacher	New Hire	.68 FTE	8/1/19
	Nguyen	Vivian	Fern Drive	Teacher	New Hire	Class II, Step 1	8/1/19
	Pollard	Kelly	Certificated Personnel	Substitute Teacher	New Hire		7/24/19
	Song	Hanna	Certificated Personnel	Substitute Teacher	New Hire		7/17/19
	Thill	Nicole	Richman	Teacher	New Hire	Class II, Step 4	8/7/19
131	Tao	Mitchell	Commonwealth	Teacher	Reassignment	Mitchell Tao will be moving to Commonwealth at their PE teacher. Budget #0110012101-1100	8/8/19
	Barrios	Elizabeth	Parks	Teacher	Resignation		7/18/19
	Carreon	Courtney	Acacia	Speech	Resignation		8/9/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 13, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Rios	Hugo	Richman	Assistant Principal	Resignation		7/26/19
	Victoria	Denise	Richman	Teacher	Resignation		7/26/19
	Mandal	Arpita	Special Services	School Psychologist	Resignation		8/16/19
134	Baker	Cara Beth	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130411109-1100	7/31/19
134	Demontever de	Allison	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130411109-1100	7/31/19
130	Khan	Arshiya	Commonwealth	Teacher	Stipend	Approve stipend of \$120 for certificated employee to help with interviews. Budget #0130212101-1101	6/18/19
130	Rodriguez	Heather	Commonwealth	Teacher	Stipend	Approve stipend of \$120 for certificated employee to help with interviews. Budget #0130212101-1101	6/18/19
838	Gaer	Ruth	Parks	Assistant Principal	Promotion	Approve promotion to Assistant Principal for Richman School. Certificated Management Salary Schedule Class V, Step F	TBD

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on August 13, 2019.

Clerk/Secretary

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT***Gifts: August 13, 2019***

SITE	DONOR	RELATIONSHIP	DESCRIPTION	PURPOSE	AMOUNT
Visual and Performing Arts	All The Arts for All the Kids Foundation	Community Partner(s)	Monetary Donation	All the Arts for All The Kids	\$24,035.00

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0006 THROUGH N22C0008, N22D0052 THROUGH N22D0064, N22E0003, N22M0053 THROUGH N22M0073, N22R0166 THROUGH N22R0219, N22T0006 THROUGH N22T0011, N22V0022 THROUGH N22V0031, N22X0176 THROUGH N22X0205, N22Y0049 THROUGH N22Y0058, AND N22Z0069 FOR THE 2019/2020 SCHOOL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered N22C0006 through N22C0008, N22D0052 through N22D0064, N22E0003, N22M0053 through N22M0073, N22R0166 through N22R0219, N22T0006 through N22T0011, N22V0022 through N22V0031, N22X0176 through N22X0205, N22Y0049 through N22Y0058, and N22Z0069 for 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0006	CALIFORNIANS DEDICATED TO EDUC	1,360.00	680.00	0132952101 5210	AfrSchlEdSfty Cohort 6 Instr / Conferences and Meetings
			680.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
N22C0007	CC-PURCHASING	825.00	825.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
N22C0008	FOUNDATION FOR EDUCATIONAL	165.00	165.00	0140155239 5210	Curriculum Development Discret / Conferences and
N22D0052	CULVER NEWLIN INC	421.84	421.84	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22D0053	SCHOLASTIC MAGAZINES	6,829.56	6,829.56	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0054	FLINN SCIENTIFIC	596.76	596.76	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0055	PERMA BOUND	1,227.07	1,227.07	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
N22D0056	SCHOLASTIC MAGAZINES	2,422.83	2,422.83	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22D0057	FREE WILL PRINTING COMPANY	453.41	453.41	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22D0058	STUDY.COM LLC	8,143.00	8,143.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
N22D0059	EDUCATION PRODUCTS AND SERVICE	936.96	936.96	0130415279 4350	LCFF Base Admin Golden Hill / Materials and Supplies
N22D0060	VOCABULARY.COM	3,840.00	3,840.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0061	STUDIES WEEKLY INC	1,036.50	1,036.50	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22D0062	SPELLINGCITY.COM INC	1,683.00	1,683.00	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
N22D0063	EDGEWOOD PRESS INC	504.27	504.27	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
N22D0064	NATUS MEDICAL INCORPORATED	320.00	320.00	0151354341 5800	Health Services / Other Contracted Services
N22E0003	LEE, JANICE J	22.72	22.72	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22M0053	KYA SERVICES LLC	8,807.63	8,807.63	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0054	ORANGE COUNTY FIRE PROTECTION	995.00	995.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0055	ICS SERVICE	1,823.14	1,823.14	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0056	SUPERIOR SIGNS AND GRAPHICS	7,470.55	3,735.28	0130423279 4350	LCFF Base Admin Parks Jr High / Materials and Supplies
			3,735.27	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
N22M0057	NEW DIMENSIONS GENERAL CONSTRU	1,052,152.59	1,052,152.59	2567150851 6200	Facilities / Buildings and Improve of Build

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N22M0058	ORANGE COUNTY FIRE PROTECTION	384.00	384.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0059	FLAT AND VERTICAL INC	3,951.00	3,951.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0060	QUICKEL PAVING INC.	18,449.00	18,449.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0061	WINDOW FILM DEPOT INC	1,500.00	1,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0062	HAWAIIAN AIR CORP	400.00	400.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0063	MOBILE MODULAR PORTABLE	234.57	234.57	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
N22M0064	MT QUALITY CONSTRUCTION	14,950.00	14,950.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0065	LA HABRA FENCE COMPANY INC	4,221.00	4,221.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0066	LA HABRA FENCE COMPANY INC	6,279.00	6,279.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0067	ROTO ROOTER	15,351.25	15,351.25	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0068	NEXT LEVEL ELEVATOR	9,552.00	9,552.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0069	A 1 FENCE COMPANY	123,652.66	11,193.08	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
			82,094.85	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
			30,364.73	4067150851 6100	Facilities / Sites and Site Improvements
N22M0070	TOTAL CONCEPT SALES INC.	18,800.00	18,800.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0071	KYA SERVICES LLC	405.14	405.14	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0072	STAGERIGHT CORPORATION	3,707.93	3,707.93	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0073	EVERBLOCK SYSTEMS LLC	4,389.02	4,389.02	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0166	CDW.G	3,125.00	3,125.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0167	APPLE COMPUTER INC	160.55	160.55	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0168	PRO ED	279.07	279.07	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0169	SUPER DUPER PUBLICATIONS	3,776.68	3,776.68	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0170	SOUTHWEST SCHOOL AND OFFICE SU	164.84	164.84	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0171	EAGLE COMMUNICATIONS	364.50	364.50	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr

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N22R0172	BRIAN KENYON ART STUDIO INC	1,495.00	200.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			1,295.00	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22R0173	EAGLE COMMUNICATIONS	491.61	491.61	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22R0174	AMAZON.COM	703.21	703.21	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0175	SIMPLE SOLUTIONS	7,285.79	7,285.79	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
N22R0176	DELPHI CREATIVITY GROUP	512.86	512.86	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0177	WILEY PUBLISHING	500.88	500.88	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0178	IRVINE RANCH OUTDOOR EDUCATION	1,000.00	1,000.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0179	INFORMED K12	3,600.00	3,600.00	0153050799 5899	Business Administration DC / Other Expenses
N22R0180	AMAZON.COM	92.42	92.42	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0181	WESTERN PSYCHOLOGICAL SERVICES	529.88	529.88	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0182	RILEY'S FARM	1,887.18	1,887.18	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0183	SCHOLASTIC READING CLUB	110.21	110.21	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0184	AMAZON.COM	141.62	141.62	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0185	AMAZON.COM	148.35	148.35	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0186	AMAZON.COM	213.40	213.40	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0187	VANDERBILT UNIVERSITY	189.64	189.64	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
N22R0188	DICK BLICK ART MATERIALS	130.24	130.24	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22R0189	NASCO	784.71	784.71	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0190	MATRIX IMAGING PRODUCTS INC	5,102.00	5,102.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
N22R0191	AMAZON.COM	1,508.28	1,508.28	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0192	AMAZON.COM	1,525.96	1,525.96	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0193	APPLE COMPUTER INC	3,545.02	3,545.02	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0194	CORWIN PRESS INC	121.06	121.06	0140155239 4310	Curriculum Development Discret / Materials and Supplies

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N22R0195/	AMAZON.COM	21.53	21.53	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0196/	ART SCHOOLS NETWORK	375.00	375.00	0130417109 5310	LCFF Base Instr Ladera Vista / Dues and Memberships
N22R0197/	PRO ED	426.26	426.26	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0198/	PEARSON ASSESSMENT INC	3,312.01	3,312.01	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0199/	CC-PURCHASING	75.05	75.05	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0200/	CC-PURCHASING	698.05	698.05	0151354341 4310	Health Services / Materials and Supplies Instr
N22R0201/	PRESSAVVY INC.	3,319.29	3,319.29	0100000000 9510	Unrestricted / Accounts Payable Manual
N22R0202/	PERMA BOUND	4,241.10	4,241.10	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
N22R0203/	ASCD	27.27	27.27	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0204/	COMPANION CORPORATION	30,345.00	30,345.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0205/	AMAZON.COM	404.02	404.02	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0206/	FLAGHOUSE INC	107.66	107.66	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
N22R0207/	PRO ED	105.98	105.98	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0208/	ILLUMINATE EDUCATION INC	2,828.44	2,828.44	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
N22R0209/	CC-PURCHASING	63.08	63.08	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0210/	AED SUPERSTORE	72.87	72.87	0151354341 4310	Health Services / Materials and Supplies Instr
N22R0211/	OFFICE DEPOT BUSINESS SERVICE	56.20	56.20	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0212/	OFFICE DEPOT BUSINESS SERVICE	619.89	619.89	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R0213/	CALIFORNIA LEAGUE OF MIDDLE SC	295.00	295.00	0130417109 5310	LCFF Base Instr Ladera Vista / Dues and Memberships
N22R0214/	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
N22R0215/	AMAZON.COM	141.24	141.24	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0216/	PALOS SPORTS	1,488.98	1,488.98	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0217/	US GAMES	4,630.94	4,630.94	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
N22R0218/	NASCO	256.01	256.01	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr

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N22R0219 /	AEROMARK	29.09	29.09	0152055779 4350	Education Services Discret / Materials and Supplies Office
N22T0006 /	RADIO ENGINEERING INDUSTRIES I	878.27	878.27	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0007 /	DATA MANAGEMENT INC	1,601.20	1,080.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			521.20	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22T0008 /	CI SOLUTIONS	533.56	533.56	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0009 /	CULVER NEWLIN INC	414.84	414.84	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0010 /	PARKHOUSE TIRE INC	1,971.30	1,579.30	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			392.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22T0011 /	KAESER COMPRESSORS INC	1,557.83	1,182.83	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			375.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22V0022 /	CDW.G	1,022.55	1,022.55	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22V0023 /	CDW.G	1,742.77	224.92	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
			1,517.85	0121221101 6410	Title I Orangethorpe Instr / New Equip Less Than \$10,000
N22V0024 /	SIERRA SCHOOL EQUIPMENT COMPAN	3,070.88	3,070.88	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0025 /	CDW.G	7,589.23	7,589.23	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0026 /	APPLE COMPUTER INC	5,894.69	5,894.69	0142054201 6450	Special Ed Administration / Repl Equip Less Than \$10,000
N22V0027 /	B AND H PHOTO VIDEO INC	2,364.52	322.44	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			2,042.08	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0028 /	APPLE COMPUTER INC	5,902.87	40.95	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
			5,861.92	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
N22V0029 /	AMAZON.COM	4,716.47	2,873.18	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,843.29	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0030 /	CULVER NEWLIN INC	659.43	659.43	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
N22V0031 /	CULVER NEWLIN INC	5,702.13	2,851.06	0111618101 6410	Donation Instruction Laguna Rd / New Equip Less Than
			2,851.07	0153750109 6410	Business Admin Instruction / New Equip Less Than
N22X0176 /	STATER BROS	1,000.00	1,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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N22X0177	STATER BROS	800.00	800.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0178	STATER BROS	1,500.00	1,500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0179	STATER BROS	1,000.00	1,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0180	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0181	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0182	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0183	CM SCHOOL SUPPLY COMPANY	2,000.00	2,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0184	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0185	READYREFRESH	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0186	READYREFRESH	1,000.00	1,000.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0187	READYREFRESH	500.00	500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0188	READYREFRESH	4,500.00	4,500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0189	LAKESHORE LEARNING	3,000.00	3,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0190	LAKESHORE LEARNING	1,500.00	1,500.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0191	COSTCO WHOLESALE	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0192	COSTCO WHOLESALE	800.00	800.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0193	COSTCO WHOLESALE	2,000.00	2,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0194	COSTCO WHOLESALE	2,000.00	2,000.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0195	LOWES HIW INC	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0196	LOWES HIW INC	2,000.00	2,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0197	LOWES HIW INC	1,500.00	1,500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0198	BOYS & GIRLS CLUB OF FULLERTON	160,480.80	160,480.80	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
N22X0199	VERIZON WIRELESS	5,000.00	5,000.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications
N22X0200	VERIZON WIRELESS	5,000.00	5,000.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications

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N22X0201 /	VERIZON WIRELESS	5,000.00	5,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
N22X0202 /	VERIZON WIRELESS	5,000.00	5,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
N22X0203 /	VERIZON WIRELESS	6,000.00	1,500.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications
			3,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
			1,500.00	1231019271 5900	Preschool Administration / Communications
N22X0204	ORANGE CNTY DEPARTMENT OF EDUC	2,400.00	2,400.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22X0205 /	AGENCY ELEVEN	7,500.00	2,500.00	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
			2,500.00	1208555101 5805	Fee Based Childcare Admin / Consultants
			2,500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22Y0049 /	MCFADDEN DALE INDUSTRIAL HARDW	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0050 /	NAPA AUTO PARTS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0051 /	O'REILLY AUTO PARTS	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0052 /	ORVAC ELECTRONICS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0053 /	TARCO INDUSTRIES INC	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0054 /	TOPS AUTO SUPPLY	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0055 /	TRUCPARCO	2,500.00	2,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0056 /	BEARINGS AND DRIVES INC	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0057 /	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22Y0058 /	PAUL'S COMMERCIAL BUS TRAINING	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22Z0069 /	WATCO INDUSTRIAL FLOORING	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:	504,809.27			
	Fund 12 Total:	49,180.65			
	Fund 25 Total:	1,052,387.16			
	Fund 40 Total:	112,459.58			
	Total Amount of Purchase Orders:	1,718,836.66			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0013	MONTGOMERY HARDWARE COMPANY	1,793.20	+150.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22R0101	HEAR AND C	2,034.54	+354.54	0151354341 5800	Health Services / Other Contracted Services
N22Z0018	GLASBY MAINTENANCE SUPPLY COMP	220,000.00	+200,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
N22Z0065	GORM INC	20,000.00	-200,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
Fund 01 Total:			504.54		
Total Amount of Change Orders:			504.54		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220061 THROUGH 220069 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated July 12, 2019 through July 25, 2019 contains purchase orders numbered 220061 through 220069 for the 2019/2020 school year totaling \$90,007.39.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220061 through 220069 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

7/26/2019 9:31:14 AM

Fullerton School District

Show all data where the Order Date is between 7/12/2019 and 7/25/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220061	7/12/2019	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049			\$0.2509	\$2,509.00
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090			\$0.1944	\$5,832.00
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090			\$0.1745	\$12,215.00
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090			\$0.2323	\$2,323.00
100	CS	997031	Soy Milk, Pacific 24/8oz #45873			\$16.6100	\$1,661.00
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors			\$0.5832	\$8,748.00
50	EA	997092	Yogurt, Vanilla LF 32lb #52935			\$30.0000	\$1,500.00
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101			\$12.3009	\$615.04
Sales Tax:							\$0.00
P.O. Total:							\$35,403.04
<input type="checkbox"/>							
Driftwood Dairy, Inc.	220062	7/12/2019	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001			\$9.5389	\$190.78
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003			\$24.0047	\$240.05
30	DZ	10073	Eggs, Large DZ. #59110			\$1.9618	\$58.85
5	EA	10074	Cream Cheese, 3lb #60520			\$8.4100	\$42.05
5	EA	10075	Yogurt, Vanilla 32 lb #52935			\$30.0000	\$150.00
10	EA	10081	Sour Cream Pint #50450			\$1.5078	\$15.08
20	EA	10086	Juice, Apple 6oz Eco #26035			\$0.1513	\$3.03
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501			\$17.2500	\$86.25
20	ea	10091	Juice, Orange Gal. Plastic #25350			\$4.2743	\$85.49
5	ea	10092	Half & Half Quart ESL #21251			\$2.1568	\$10.78
Sales Tax:							\$0.00
P.O. Total:							\$882.35
<input type="checkbox"/>							
Driftwood Dairy, Inc.	220063	7/12/2019	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)			\$0.2611	\$1,305.50
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)			\$0.2452	\$1,226.00
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)			\$0.2221	\$3,331.50
Sales Tax:							\$0.00
P.O. Total:							\$5,863.00
<hr/>							
Vendor Total:							\$42,148.39
Packaging Machinery & Parts	220064	7/15/2019	7/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	New Diagonal Knife 11.811" x .787" x .196"			\$324.2900	\$324.29
1	ea	1	New Radius Anvil 11.811" x .787" x .196"			\$305.8600	\$305.86
1	ea	1	Shipping			\$15.0000	\$15.00
Sales Tax:							\$48.83
P.O. Total:							\$693.98
<hr/>							
Vendor Total:							\$693.98
Gold Star Foods Inc.	220067	7/23/2019	7/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	cs	1	406774 BREAKFAST BOWTIE EGG & CH WG 160/2OZ			\$39.0000	\$390.00
Sales Tax:							\$0.00
P.O. Total:							\$390.00

Purchase Orders - Detail

7/26/2019 9:31:14 AM

Fullerton School District

Show all data where the Order Date is between 7/12/2019 and 7/25/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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Vendor Total: \$390.00

Orange County Department of Education **220066** **7/23/2019** **7/23/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	ea	1	HOTM Calendar	\$2.7150	\$2,715.00	
					Sales Tax:	\$210.41
					P.O. Total:	\$2,925.41
					Vendor Total:	\$2,925.41

Dan's Thermal Services **220065** **7/15/2019** **7/15/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	hr	1	Labor Service - Journeyman	\$85.0000	\$170.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$170.00

Dan's Thermal Services **220068** **7/24/2019** **7/24/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Repair - Freezer (per Willy M&O)	\$300.0000	\$300.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$300.00
					Vendor Total:	\$470.00

Descon **220069** **7/24/2019** **7/24/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	ea	CG-Adhesive	Custom Graphic on Adhesive material	\$120.0000	\$480.00	
1	ea	S&H	Shipping and Handling	\$48.0000	\$48.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$528.00
					Vendor Total:	\$528.00

GRAND TOTAL **\$ 5,007.39**
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 123307 THROUGH 123491 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 123307 through 123491 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,696,775.66
12	Child Development	7,039.16
25	Capital Facilities	79,264.15
40	Special Reserve	8,464.26
68	Workers' Compensation	115,167.35
81	Property / Liability Insurance	2,417.26
	Total	<u>\$2,909,127.84</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$2,909,127.84 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 123307 through 123491 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13773 THROUGH 13774 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13773 through 13774 for the 2019/2020 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Total cost not to exceed \$17,378.26, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13773 through 13774 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph. D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse & Transportation
SUBJECT: REJECTION OF BID NO. FSD-18-19-GF-04 VALENCIA PARK
ELEMENTARY FOR PLAYFIELD IMPROVEMENTS

Background: Subsequent to the required advertising and bid solicitation for Bid No. FSD-18-19-GF-04 for Valencia Park Elementary Playfield Improvements, sealed bids were submitted for the proposed project. Bids that were submitted were well over the estimate cost calculated by the District. It was determined that it is in the best interest of the District to reject the bids.

Rationale: Board approval is required for the rejection of all bids.

Funding: Not applicable.

Recommendation: Rejection of bid Bid No. FSD-18-19-GF-04 Valencia Park Elementary for Playfield Improvements.

RC:MM:yd

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse & Transportation
SUBJECT: REJECTION OF BID NO. FSD-18-19-GF-06 VALENCIA PARK
ELEMENTARY RE-BID FOR PLAYFIELD IMPROVEMENTS

Background: Subsequent to the required advertising and bid solicitation for Bid No. FSD-18-19-GF-06 for Valencia Park Elementary Re-Bid Playfield Improvements, sealed bids were submitted for the proposed project. Bids that were submitted were well over the estimate cost calculated by the District. It was determined that it is in the best interest of the District to reject the bids.

Rationale: Board approval is required for the rejection of all bids.

Funding: Not applicable.

Recommendation: Rejection of bid No. FSD-18-19-GF-06 Valencia Park Elementary Re-Bid for Playfield Improvements.

RC:MM:yd

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF NEEDED CARPET AND REPAIR MATERIALS FOR THE LIBRARY LOCATED AT BEECHWOOD SCHOOL

Background: On January 16, 2018, Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-17319 for the purchase of carpet and repair materials in the library for the safety of staff and student attending Beechwood School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$30,829.95 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of needed carpet and repair materials for the library located at Beechwood School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Beechwood School, 780 Beechwood Ave., Fullerton, CA 92835, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-17319 for purchase and installation of carpet and repair materials in the library for the safety of staff and students attending Beechwood School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s)
who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF SNAP LOCK VINYL TILE AND BASE MATERIALS FOR THE REPAIR AND REPLACEMENT OF WORN AND DAMAGED CARPET AND TILE AT RAYMOND ELEMENTARY SCHOOL**

Background: On January 16, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-16268 for the purchase of snap lock vinyl tile and base materials for replacement of damaged and worn carpet and tile in the staff lounge and offices located at Raymond Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$17,010.11 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn and damaged carpet and tile at Raymond Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Raymond Elementary School, 517 N. Raymond Ave., Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-16268 for purchase of snap lock vinyl tile and base materials for replacement of worn and damaged carpet and tile in the staff lounge and offices located at Raymond Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF SNAP LOCK VINYL TILE AND BASE MATERIALS FOR THE REPAIR AND REPLACEMENT OF WORN DAMAGED CARPET AND TILE LOCATED IN THE MULTI-PURPOSE CAFÉ OF RICHMAN ELEMENTARY SCHOOL**

Background: On January 16, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-17759 for the purchase of snap lock vinyl tile and base materials for replacement of damaged and worn carpet and tile in the multi-purpose café located at Richman Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$21,164.59 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn damaged carpet and tile located in the multi-purpose cafe at Richman Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Richman Elementary School, 700 S. Richman Ave., Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-17759 for purchase of snap lock vinyl tile and base materials for replacement of damaged and worn carpet and tile in the multi-purpose cafe located at Richman Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s)
who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF SNAP LOCK VINYL TILE AND BASE MATERIALS FOR THE REPAIR AND REPLACEMENT OF WORN AND DAMAGED CARPET AND TILE AT VALENCIA PARK ELEMENTARY SCHOOL**

Background: On January 16, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-16845 for the purchase of snap lock vinyl tile and base materials for the replacement of damaged and worn carpet and tile in various classrooms located at Valencia Park Elementary School.

Rationale: As this project is now determined to be complete, District staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The amount not to exceed \$17,707.81 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn and damaged carpet and tile at Valencia Park Elementary School.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION ~~6403~~ 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Valencia Park Elementary School, 3441 W. Valencia Dr., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-16845 for purchase of snap lock vinyl tile and base materials for the replacement of damaged and worn carpet in various classrooms located at Valencia Park Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE ADDITIVE CHANGE ORDER #5, 2018 FENCE REPLACEMENT- VARIOUS SITES, FSD-17-18-MF-01, TO A-1 ENTERPRISES, INC., A-1 FENCE COMPANY

Background: On June 19, 2018, the Board of Trustees approved the award of a contract for 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01 to A-1 Enterprises, Inc., A-1 Fence Company.

Rationale: The Original contract scope of work has been increased by \$38,773.60 as a result of the following changes.

Fern Drive – Additive: Installation of 2” mesh x 6’ high black-coated chain link fence that will divide the west field in half, install (1) pedestrian gate and (1) vehicle maintenance gate in the fence line, and the removal of existing chain link fence fabric along Fern Drive.

Fern Drive – Deductive: Labor credit for the removal of 1” mesh x 6’ H chain link fence removed from the scope of work.

Funding: The new contract amount not to exceed \$1,063,670.04 is to be paid from various funds.

Recommendation: Approve Additive Change Order #5, 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A1 Fence Company.

RC:SS:ys

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE/RATIFY RENEWAL OF UNPAID SCHOOL PSYCHOLOGY INTERNSHIP AGREEMENT WITH CHAPMAN UNIVERSITY EFFECTIVE AUGUST 1, 2019 THROUGH SEPTEMBER 1, 2024

Background: Chapman University is a fully accredited institution of higher education. The current internship placement agreement between Chapman University and the Fullerton School District (FSD) has expired and the university wishes to renew. School psychologist candidates would be placed with FSD employees for practicum experience.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve/Ratify renewal of Unpaid School Psychology Internship Agreement with Chapman University effective August 1, 2019 through September 1, 2024.

CH:nm
Attachment



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY SUPERVISED UNPAID PRACTICUM / INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Fullerton School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
 - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential

requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Fullerton School District
1404 W. Valencia Dr.
Fullerton, CA 92833

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective **August 1, 2019** and shall continue in full force and effect through **September 1, 2024**. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature: _____
Name: _____
Title: _____
Date: _____

UNIVERSITY:

Signature: _____
Name: Harold W. Hewitt, Jr.
Title: Executive Vice President & COO
Date: _____

Appendix A

Specific Supervision Requirements

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from a school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data-Based Decision Making and Accountability
 - b. Consultation and collaboration.
 - c. Interventions and Instructional Support to Develop Academic Skills.
 - d. Interventions and Mental Health Services to Develop Social and Life Skills.
 - e. School-Wide Practices to Promote Learning.
 - f. Preventive and Responsive Services.
 - g. Family-School Collaboration Services.
 - h. Diversity in Development and Learning
 - i. Research and Program Evaluation.
 - j. Legal, Ethical, and Professional Practice.
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Douglas Rynerson Ed.D., Program Specialist, Educational Services

SUBJECT: **APPROVE EDUCATIONAL CONSULTING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO PROVIDE COLLEGE COURSES TO GRADES 7 AND 8 STUDENTS EFFECTIVE AUGUST 17, 2019 THROUGH MAY 31, 2020**

Background: The Fullerton School District serves a diverse learning community with a significant number of students achieving at high levels. To meet student needs, Fullerton School District will offer a Middle College Program in collaboration with Fullerton College to high achieving students in grades 7 and 8 who meet set criteria. Students will earn university credits for successful completion of college-level courses. Computer Game Design will be offered at Parks Junior High, Theatre Arts will be offered at Ladera Vista Junior High School of the Arts, and Digital Arts will be offered at Nicolas Junior High.

Rationale: The Middle College Program is designed to offer high achieving students the opportunity to extend their learning beyond the traditional junior high curriculum. The college courses offered to students will provide opportunities for deliberate practice to increase STEAM learning, engagement and expertise. Students will engage in meaningful, real-world STEAM learning experiences that will inspire their interest in STEAM, while giving them the tools needed to meet the demands of dynamic labor markets.

Funding: Cost is not to exceed \$100,000 to be paid from Title IV Funds (#215).

Recommendation: Approve Educational Consulting Agreement between Fullerton School District and North Orange County Community College District to provide college courses to grades 7 & 8 students effective August 17, 2019 through May 31, 2020.

JL:DR:ts
Attachment

FULLERTON SCHOOL DISTRICT and NOCCCD
1401 W. Valencia Dr.
Fullerton, CA 92833

EDUCATIONAL CONSULTING AGREEMENT
College Orientation Program

This educational consulting agreement (the "Agreement") is made and entered into between **Fullerton School District**, hereinafter referred to as (the "FSD") and **North Orange County Community College District** serving in the role of professional services provider, hereinafter referred to as (the "NOCCCD") as of the date that this Agreement is executed by all parties (the "Effective Date").

RECITALS

The NOCCCD's Fullerton College provides advisory education through its Computer Information System - Game Design (CISG 100), Introduction to Programming for Computer Games (CISG 110), Introduction to Digital Art (DART 100), Basic Electricity and Basic Electronics (TECH 131) and Improvisation for Television, Film and Theatre (THEA 122).

FSD is in need of such Courses for its junior high school students who are also able to earn 3 units per course (CISG 100, CISG 110 and DART 100) or 2 units per course (TECH 131 and (THEA 122) during the session in which they enrolled; and

The Courses are offered on a limited basis during the 2019 fall and 2020 spring semesters *by* the NOCCCD's Fullerton College at Parks Junior High School, Ladera Vista Junior High School and Nicolas Junior High School

The NOCCCD is specially trained, experienced, and competent to provide the Courses; and

The parties now find it to be mutually beneficial for the Courses to be made available to FSD students.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Course at the NOCCCD.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The commencement date for the provision of services under this agreement shall be August 17, 2019 but no sooner than the Effective Date, with all services performed and completed no later than May 31, 2020;
- B. Students participating in classes will enroll through the NOCCCD's Fullerton College in accordance with established college registration procedures for Concurrent Special Admit Students;

- C. The length of course is a total of 54 hours for CISG 100, 54 hours for CISG 110, 90 hours for DART 100, 72 hours for TECH 131 and 72 hours for THEA 122;
- D. Both the NOCCCD and FSD agree that a total number of 30 students are expected to participate in each course section;
- E. Classes offered pursuant to this Agreement will be conducted on such days and times and at such locations as mutually agreed upon by the NOCCCD and FSD, provided that no instruction shall occur on any day established holidays for either the NOCCCD or FSD.

II. RESPONSIBILITIES OF THE NOCCCD

- A. **Academic Responsibility.** The NOCCCD shall provide credit instruction for a total of:

Fall 2019

- One (1) college course of Introduction to Computer Game Design (CISG 100)- Parks Junior High School
- One (1) college course of Introduction to Digital Art (DART 100)- Nicolas Junior High School

Spring 2020

- One (1) college course of Introduction to Programming for Computer Games (CISG 110)- Parks Junior High School
- One (1) college course of Basic Electricity and Basic Electronics (TECH 131)- Nicolas Junior High School
- One (1) college course of Improvisation for Television, Film and Theatre (THEA 122)- Ladera Vista Junior High School

Classes offered shall be accessible to junior high school students from the sites at which the classes are offered as well as to students from other sites as determined by NOCCCD.

- i. NOCCCD will provide instruction for the specified classes in compliance with the NOCCCD's designated curriculum and class schedule and in compliance with instructional policies and procedures.
 - ii. NOCCCD shall document all student enrollment and attendance.
 - iii. NOCCCD shall create an effective teaching-learning environment and maintain effective communication with FSD and junior high school campus staff.
- B. **NOCCCD Classification.** NOCCCD's employees shall in no way be deemed employees of FSD. NOCCCD shall be under the control of FSD as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 - C. **NOCCCD Supervision.** All instruction provided by the NOCCCD shall be under the supervision and control of appropriately credentialed employees.
 - D. **Compliance.** NOCCCD shall comply with applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation requirements.

- E. **Registration Fee.** NOCCCD shall not collect a registration fee from any student enrolled pursuant to this agreement nor claim state apportionment FTEs for any student so enrolled.

III. RESPONSIBILITIES OF FSD

- A. **Student Outreach.** FSD shall be responsible for providing services with respect to student outreach and recruitment of students for the program.
- B. **Technical Support.** FSD shall provide and maintain facilities, equipment, textbooks and instructional supplies and materials that are necessary for the provision of instruction by the NOCCCD pursuant to this Agreement, without charge to the NOCCCD, or without charge to any student receiving instruction pursuant hereto.
- C. **NOCCCD Fee and Timing of Such Payment.** FSD shall pay NOCCCD an amount not to exceed Four thousand six hundred dollars (\$4,600) per CISG 100 or CISG 110 course, Five thousand eight hundred dollars (\$5,800) per TECH 131 or THEA 122 course, and Seven thousand dollars (\$7,000) per DART 100 course. The maximum payment shall include all related administrative and instruction costs. Payment to NOCCCD shall be made no later than thirty (30) days after submission of invoice to FSD.

IV. INSURANCE

- A. **Insurance.** Both the NOCCCD and FSD each agree to secure and maintain at all times throughout the term of this Agreement, each at its sole cost and expense, comprehensive general liability insurance in amounts reasonably necessary to protect itself against liability arising from any and all negligent acts, or omissions of its employees, officers or volunteers in the performance of this Agreement. Coverage under such professional and commercial general liability insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate.
- B. It is expected that both the NOCCCD and FSD will provide the necessary worker's compensation for its own employees and students, if appropriate.

V. INDEMNIFICATION

The NOCCCD agrees to defend all claims of loss, indemnify and hold harmless FSD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the NOCCCD or its employees, officers, or volunteers in the performance of this Agreement.

The FSD agrees to defend all claims of loss, indemnify and hold harmless NOCCCD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the FSD or its employees, officers, or volunteers in the performance of this Agreement.

VI. ASSIGNMENT

This Agreement is not assignable without written consent of the parties hereto.

VII. TERM AND TERMINATION

Term. This Agreement shall remain in full force and effect beginning on the Effective Date of this Agreement through May 31, 2020.

Termination. This Agreement may be terminated at any time by written Agreement or upon 30 days' advance written notice by one party or the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled FSD students who shall be permitted to complete their course for any semester in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

- A. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported validity of this Agreement or any of its provisions.
- B. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- D. **Entire Agreement.** This Agreement is the entire Agreement between the parties. No other Agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested at the addresses set forth below:

TO NOCCCD:

North Orange County Community College
District
1830 W. Romney Drive
Anaheim, CA 92801-1819
Attn: Vice Chancellor, Finance and Facilities

TO FSD

Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attn: Trang Lai, Director Educational
Services

IX. EXECUTION

By signing below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT:**

FULLERTON SCHOOL DISTRICT:

By: _____
Fred Williams
Vice Chancellor, Finance & Facilities

By: _____
Robert R. Coghlan
Assistant Superintendent
Business Services

Date

Date

By: _____
José Ramón Núñez
Vice President, Instruction

Date

Federal Tax ID # 952394131

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY AGREEMENT NUMBER 48400 BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT FOR PROFESSIONAL DEVELOPMENT TRAINING FOR CHILD DEVELOPMENT SERVICES PRESCHOOL STAFF EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. Orange County Superintendent of Schools offers services in accordance with California State Preschool Program Quality Rating and Improvement System (QRIS) to enhance and improve the overall quality of the State Preschool Program.

Rationale: As a means of supporting professional early childhood learning communities to engage in dialogue about curriculum, assessment and family engagement, services will include SEFEL (Social and Emotional Foundations for Early Learning) training, Inclusive Strategies training, Dual Language Learners training, Diving Deeper CLASS (Classroom Assessment Scoring System) training, and Coaching (Inclusive Classroom Coaching and Custom SEFEL topics with classroom visits) for Fullerton School District Child Development Services preschool teachers and instructional aides.

Funding: Total cost not to exceed \$40,000 and is to be paid from Child Development Services budget (#340).

Recommendation: Approve/Ratify Agreement Number 48400 between Orange County Superintendent of Schools and Fullerton School District for professional development training for Child Development Services preschool staff effective July 1, 2019 through June 30, 2020.

JL:MC:ln
Attachment

FULLERTON SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the described work in the "Service Proposal", dated April 29, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference for the Educational Services Programs.

1 2.0 TERM. This AGREEMENT shall commence on July 1, 2019 and end on
2 June 30, 2020, subject to termination as set forth in this AGREEMENT.

3 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT a total sum
4 not to exceed Forty thousand dollars (\$40,000.00). Payment shall be
5 mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive,
6 Costa Mesa, California 92626-9050, Attention: Accounting Manager, or
7 at such other place as SUPERINTENDENT may designate in writing.

8 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
9 this AGREEMENT, shall be and act as an independent contractor.

10 SUPERINTENDENT understands and agrees that he/she and all of his/her
11 employees shall not be considered officers, employees or agents of the
12 DISTRICT, and are not entitled to benefits of any kind or nature
13 normally provided employees of the DISTRICT and/or to which DISTRICT'S
14 employees are normally entitled, including, but not limited to, State
15 Unemployment Compensation or Worker's Compensation. SUPERINTENDENT
16 assumes the full responsibility for the acts and/or omissions of
17 his/her employees or agents as they relate to the services to be
18 provided under this AGREEMENT. SUPERINTENDENT shall assume full
19 responsibility for payment of all federal, state and local taxes or
20 contributions, including unemployment insurance, social security and
21 income taxes with respect to SUPERINTENDENT'S employees.

22 5.0 HOLD HARMLESS.

23 A. SUPERINTENDENT agrees to and does hereby indemnify, defend,
24 and hold harmless DISTRICT, its Governing Board, officers, agents and
25 employees from liability and claims of liability for bodily injury,
personal injury, sickness, disease, or death of any person or persons,

1 or damage to any property, real personal, tangible or intangible,
2 arising out of the negligent acts or omissions of employees, agents or
3 officers of SUPERINTENDENT or the Orange County Board of education
4 during the period of this AGREEMENT.

5 B. DISTRICT agrees to and does hereby indemnify, defend, and hold
6 harmless SUPERINTENDENT, the Orange County Board of Education, and its
7 officers, agents and employees from liability and claims of liability
8 for bodily injury, personal injury, sickness, disease, or death of any
9 person or persons, or damage to any property, real personal, tangible
10 or intangible, arising out of the negligent acts or omissions of its
11 Governing Board, employees, agents or officers of DISTRICT during the
12 period of this AGREEMENT.

13 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to
14 this AGREEMENT shall not be assigned by the SUPERINTENDENT without
15 prior written approval of DISTRICT.

16 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that
17 all matters produced under this AGREEMENT shall become the property of
18 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express
19 written permission. SUPERINTENDENT shall have all right, title and
20 interest in said matters, including the right to secure and maintain
21 the copyright, trademark and/or patent of said matter in the name of
22 the SUPERINTENDENT. DISTRICT consents to use of DISTRICT's name in
23 conjunction with the sale, use, performance and distribution of the
24 matters, for any purpose and in any medium.

25 8.0 TOBACCO USE POLICY. In the interest of public health,
SUPERINTENDENT provides a tobacco-free environment. Smoking or the

1 use of any tobacco products are prohibited in buildings and vehicles,
2 and on any property owned, leased or contracted for by the
3 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
4 abide with conditions of this policy could result in the termination
5 of this AGREEMENT.

6 9.0 NON-DISCRIMINATION. DISTRICT and SUPERINTENDENT agree that it
7 will not engage in unlawful discrimination in employment of persons
8 because of race, color, religious creed, national origin, ancestry,
9 physical handicap, medical condition, marital status, or sex of such
10 persons.

11 10.0 TERMINATION. Either party may, at any time, with or without
12 reason, terminate this AGREEMENT and compensate the other Party only
13 for services satisfactorily rendered to the date of termination.
14 Written notice by either Party shall be sufficient to stop further
15 performance of services by the other Party. Notice shall be deemed
16 given when received by the Party or no later than three (3) days after
17 the day of mailing, whichever is sooner.

18 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either by:
20 (a) personal service or (b) by U.S. Mail, mailed either by registered
21 or certified mail, return receipt requested, with postage prepaid.
22 Service shall be considered given when received if personally served
23 or if mailed on the third day after deposit in any U.S. Post Office.
24 The address to which notices or demands may be given by either party
25 may be changed by written notice given in accordance with the notice

1 provisions of this section. As of the date of this AGREEMENT, the
2 addresses of the parties are as follows:

3 DISTRICT: Fullerton School District
4 1401 West Valencia Drive
5 Fullerton, California 92833
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance of
14 any term or condition of this AGREEMENT, shall not be deemed a waiver
15 by that party of such term or condition, or prevent a subsequent
16 similar act from again constituting a violation of such term or
17 condition.

18 13.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in any way.

23 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
24 be governed by the laws of the State of California with venue in
25 Orange County, California.

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or
agreement with respect to the services contemplated, and may be

1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: FULLERTON SCHOOL
5 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

7 PRINT NAME: Robert Pletka

PRINT NAME: Patricia McCaughey

8 TITLE: Superintendent

TITLE: Administrator

9 DATE: August 13, 2019

DATE: July 3, 2019

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15 Fullerton SD-Income(48400)20
ZIP4



Orange County Department of Education
 Early Learning, Expanded Learning, and
 Family Support Services

**Fee for Service
 SERVICE PROPOSAL**

CONTRACTOR INFORMATION

DISTRICT/AGENCY LEGAL NAME: Fullerton School District
CONTACT NAME/TITLE: Marilee Cosgrove, Director, Child Development Services
CONTACT PHONE: (714) 447-2858
CONTACT EMAIL: marilee_cosgrove@myfsd.org
ADDRESS FOR CONTRACT: 1401 W. Valencia Dr., Fullerton, CA 92833

TODAYS DATE: April 29, 2019

DESCRIPTION OF SERVICE	COST
SEFEL Teachers & IA - September 25 (full day)	\$1,000.00
Inclusive Strategies - October 14 (full day)	\$1,000.00
Dual Language Learners - January 6 (full day)	\$1,000.00
Diving Deeper CLASS - September PLC (date TBD) (full day)	\$1,000.00
Coaching - Inclusive Classroom Coaching and Custom SEFEL Topics PLC dates & classroom visits	\$36,000.00
Total Proposed Services not to exceed:	\$40,000.00

JUSTIFICATION: Fullerton School District is requesting professional development training and coaching.

DATE(S) OF SERVICE: July 1, 2019 – June 30, 2020

TIME OF SERVICE: TBD

SERVICE LOCATION (location of training): TBD

TOTAL DOLLAR AMOUNT: \$40,000.00

ORIGINATOR: Susan Shepardson

PLEASE NOTE: We now provide digital handouts. However, if you would like to print your own handouts, please let us know and we will send originals to you approximately one week in advance.

To be completed by contracting agency

I have reviewed the above service proposal and find it to be correct.

NAME Marilee Cosgrove

SIGNATURE *Marilee Cosgrove*

DATE 5/16/19

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: APPROVE NONPUBLIC AGENCY MASTER CONTRACTS WITH AUTISM LEARNING PARTNERS - ORANGE, BEHAVIORAL LEARNING NETWORK, COMPREHENSIVE EDUCATIONAL SERVICES DBA ACES, CORNERSTONE THERAPIES, INTEGRITY THERAPY FOR KIDS DBA THE LAUNCHPAD THERAPY FOR KIDS, JOHN TRACY CLINIC, MAXIM HEALTHCARE SERVICES, INC., PEDIATRIC THERAPY SERVICES, LLC DBA THE STEPPING STONES GROUP, PROCARE THERAPY, INC., PROVIDENCE SPEECH AND HEARING CENTER, RUSSO, FLECK & ASSOCIATES, SEA CHANGE THERAPY, LLC, SPEECH BANANAS, STAFFREHAB, THERAPISTS UNLIMITED, A GENESIS HEALTHCARE COMPANY, THERAPY STAFF, LLC, AND 3 CHORDS, INC. DBA THERAPY TRAVELERS EFFECTIVE AUGUST 14, 2019 THROUGH JUNE 30, 2020

Background: These nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Autism Learning Partners - Orange:

1:1 Direct Service by Behavior Technician BII	\$ 51/per 60 min
Clinical Supervision by Master Level - BID	\$ 80/per 60 min
Clinical Supervision by BCBA - BID	\$100/per 60 min
Functional Behavior Assessment by Master's Level Staff	\$ 80/per 60 min
Functional Behavior Assessment by BCBA	\$ 98/per 60 min
Group Training by Master's Level Staff	\$ 98/per 60 min
Group Training by BCBA	\$ 98/per 60 min

Behavioral Learning Network:

1:1 Behavioral Intervention Services	\$ 55/per 60 min
Supervision of Paraprofessionals and Program Design	\$175/per 60 min
Assessment Services and IEP Attendance	\$175/per 60 min

Comprehensive Educational Services, Inc. DBA ACES:

Supervisor – Behavioral Intervention Development	\$125/per 60 min
Interventionist – Behavior Intervention Implementation	\$ 65/per 60 min
Travel – Supervisor Travel	\$ 75/per 60 min
Assessments	\$125/per 60 min

Cornerstone Therapies:

OT/PT/SLP (in center)	\$ 90.92/per 60 min
Behavior Intervention Implementation (school/off site)	\$ 51.63/per 60 min
Behavior Intervention Implementation (in center)	\$ 67.12/per 60 min
Behavior Intervention Design & Planning (school/off site)	\$ 77.45/per 60 min
Behavior Intervention Design & Planning (in center)	\$ 87.77/per 60 min
Group Therapy	\$ 45/per 60 min
IEP Meeting	\$105.61/per 60 min
Evaluations (in center up to two hours)	\$228.56/per 120 min
Evaluations (in center after two hours)	\$ 90.92/per 60 min
Travel Time	\$ 30/per 60 min

Integrity Therapy for Kids DBA The Launchpad Therapy for Kids:

Independent Educational Evaluation includes Standardized Testing, Parent Interview, School Observation, Proposed Goals and Accommodations, Review of Records, IEP Attendance up to 4 hours, Mileage up to 75 miles	\$1,200/per student
Additional IEP Hours	\$135/per 60 min

John Tracy Clinic:

Basic Education Program/Special Education Instruction	\$126.85/per 3.5 hour day
Low Incidence – Individual	\$155.28/per 6.5 hour day
Low Incidence – Group	\$155/per 60 min
Speech Language Pathology	\$ 65/per 60 min
Written Report & Assessment	\$155/per 60 min
IEP Meeting/Staffing	\$150/per 60 min
School In-Service Presentation	\$140/per 60 min
Triennial – Assessments, Reports & IEP Meeting	\$250/per 60 min
Counseling, Guidance and Training	\$600/each
Mileage	\$140/per 60 min
	\$.58/per mile
	or current IRS rate
Comprehensive Audiological Evaluation	\$450/per appointment
Audiological Consultation – IFSP/IEP	\$200/per 60 min
Audiological Consultation – Equipment	\$ 50/per 15 min

Maxim Healthcare Services, Inc.:

LVN	\$ 45/per 60 min
RN	\$ 62/per 60 min
Credentialed RN	\$ 85/per 60 min
CNA/Health Aide	\$ 30/per 60 min
Behavioral Aide/Tech	\$ 50/per 60 min
BCBA	\$115/per 60 min
OT/PT/SLP	\$ 85/per 60 min
Bilingual SLP	\$ 90/per 60 min
SLPA/COTA	\$ 65/per 60 min
School Psychologist	\$100/per 60 min
School Counselor	\$ 55/per 60 min
APE Teacher	\$ 68/per 60 min

SLP	\$ 82/per 60 min
SLPA	\$ 64/per 60 min
OT	\$ 72.50/per 60 min
COTA	\$ 64/per 60 min
School Psychologist	\$ 85/per 60 min

Procure Therapy, Inc.:

Occupational Therapist	\$ 75-\$85/per 60 min
Certified Occupational Therapy Assistant	\$ 60-\$70/per 60 min
Speech Language Pathologist	\$ 75-\$85/per 60 min
Speech Language Pathology Assistant	\$ 60-\$70/per 60 min
School Psychologist	\$ 70-\$85/per 60 min
School Nurse (RN/LPN)	\$ 50-\$55/per 60 min

Providence Speech and Hearing Center:

Central Auditory Processing, Comprehensive	\$2,050/each
Speech Therapy	\$102.21/per 60 min
Occupational Therapy	\$112.27/per 60 min
Other Audiology Services	\$135/per 60 min
Comprehensive Vestibular Evaluation	\$1,200/each
Audiological Evaluation	\$600/each
Consultation and School Observation	\$150/each
Auditory Brainstem Response	\$745/each

Russo, Fleck & Associates:

OT/PT, treatment, consultation, collaboration, evaluations, IEP attendance, travel, paperwork	\$ 89.33/per 60 min
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Sea Change Therapy, LLC:

OT	\$ 80/per 60 min
COTA	\$ 55/per 60 min
OT Evaluation (includes report, 2 hours IEP attendance)	\$500/each
SLP	\$ 80/per 60 min
SLPA	\$ 55/per 60 min
School Psychologist	\$ 90/per 60 min

Speech Bananas:

Auditory – verbal therapy	\$150/per 60 min
Auditory – verbal therapy	\$225/per 90 min
IEP attendance	\$150/per 60 min

Staffrehab:

Speech Language Pathologist	\$ 75-\$90/per 60 min
Occupational Therapist	\$ 75-\$90/per 60 min
Physical Therapist	\$ 75-\$90/per 60 min
School Psychologist	\$ 80-\$95/per 60 min
COTA, SLPA, PTA	\$ 53-\$58/per 60 min
DIS Counselor or MFT	\$ 70-\$90/per 60 min
BCBA	\$ 70-\$85/per 60 min
RBT	\$ 60-\$68/per 60 min
ABA Therapist	\$ 60-\$63/per 60 min
Adapted PE Teacher	\$ 68-\$80/per 60 min
ABA Paraeducator	\$ 30-\$35/per 60 min

CNA	\$ 38-\$40/per 60 min
LVN	\$ 45-\$56/per 60 min
Certified School Nurse	\$ 85-\$116/per 60 min
Braille Aide	\$ 60-\$60/per 60 min

Therapists Unlimited, A Genesis Healthcare Company:

SLP	\$ 79/per 60 min
SLPA	\$ 55/per 60 min
OT	\$ 69/per 60 min
COTA	\$ 59/per 60 min
School Psychologist	\$ 80/per 60 min

Therapy Staff, LLC:

OT/PT	\$ 70-\$75/per 60 min
SLP	\$ 80-\$85/per 60 min
SLPA	\$ 60-\$65/per 60 min
COTA	\$ 60-\$65/per 60 min
PTA	\$ 60-\$65/per 60 min
School Psychologist	\$ 85-\$90/per 60 min

3 Chords, Inc. DBA Therapy Travelers:

SLP	\$ 85-\$110/per 60 min
SLP – CFY	\$ 75-\$85/per 60 min
SLPA	\$ 65-\$75/per 60 min
School Psychologist	\$ 90-\$120/per 60 min
OT	\$ 85-\$95/per 60 min
COTA	\$ 75-\$85/per 60 min
PT	\$ 85-\$105/per 60 min
PTA	\$ 75-\$85/per 60 min
BCBA	\$ 90-\$105/per 60 min

A copy of each contract is available in the Superintendent's Office for review.

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services.

Funding: Total cost of this contract is to be in the amount of the individualized service contracts and is to be paid from Special Education General Fund.

Recommendation: Approve Nonpublic Agency Master Contracts with Autism Learning Partners – Orange, Behavioral Learning Network, Comprehensive Educational Services, Inc. DBA ACES, Cornerstone Therapies, Integrity Therapy for Kids DBA The Launchpad Therapy for Kids, John Tracy Clinic, Maxim Healthcare Services, Inc., Pediatric Therapy, LLC, Procure Therapy, Inc., Providence Speech and Hearing Center, Russo, Fleck & Associates, Sea Change Therapy, LLC., Speech Bananas, Staffrehab, Therapists Unlimited, A Genesis Healthcare Company, Therapy Staff, LLC, and 3 Chords, Inc. DBA Therapy Travelers effective August 14, 2019 through June 30, 2020.

JL:RG:vm

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE AGREEMENT WITH SWING EDUCATION EFFECTIVE AUGUST 14, 2019

Background: Over the course of the past several years, the Fullerton School District, in addition to many other districts in the state, has faced a significant decline in the number of teacher substitutes in our substitute pool. The reduction of qualified subs has made it difficult to fill classified and certificated staff absences throughout the District. In spite of increasing the District's recruitment efforts, the District's pool has dropped from approximately 320 certificated substitutes to 195 certificated substitutes. Swing Education is akin to a temporary employment agency for substitute teachers and extensively screens its candidates. They recruit for eligible, qualified candidates outside of the district's normal recruitment pools and have a higher success rate at attracting candidates looking for temporary day-to-day substitute teacher work. Partnering with Swing Education will provide the District access to their candidates on high demand days for substitute teachers, such as professional development days, and will reduce the number of vacancies that go unfilled.

Rationale: Partnering with Swing Education will help reduce the number of unfilled vacancies for the 2019/2020 school year.

Funding: Cost not to exceed \$15,000 and is to be charged to various school site budgets as appropriate.

Recommendation: Approve agreement with Swing Education effective August 14, 2019.

CH:nm
Attachment



**CALIFORNIA -
Swing Education Services Agreement**

This **Swing Education Services Agreement** (this "Agreement") is entered into on _____ (the "Effective Date") by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page attached hereto ("School" or "you").

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through www.swingeducation.com (the "Website"), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the "Services").

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education Website Platform ("Platform"), track and manage those requests, and view information about the SwingSubs.

- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub requests where a permit or credential is or is not required.

 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests on the Website if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.

 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill requests on the Website (according to this form, <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf>).

- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if it doing such process becomes impossible or impractical to carry out as described.



- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSubs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Website for Schools to post requests and for SwingSubs to review and accept those requests.
- (e) **Relationship with SwingSubs.** The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

2. Acceptance of Appendix Terms and Website Terms of Service. By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") available at www.swingeducation.com/s/Master-Terms-of-Service.pdf.

3. Payments. Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Daily Pay Rates.** The School designates a Daily Pay Rate or Rates for the SwingSubs via the Website and/or by separate communication with Swing Education in its discretion (the "Daily Pay Rates"). Swing Education does not set the Daily Pay Rate or Rates.
- (b) **Amount Due Per Request.** The amount due ("Amount Due") for a request is the Daily Pay Rate plus the Service Fee (see below (d)), multiplied by the number of days requested. A SwingSub request over 4 hours is assigned the appropriate Daily Pay Rate and anything 4 hours or less is assigned half the appropriate Daily Pay Rate.
- (c) **Cancellations.** Requests that are accepted by a SwingSub, then canceled outside of 24 hrs of the start of a fill, are not subject to any fees. If the fill is canceled less than 24 hrs from the start of a fill (or any day within that fill), then the request will be subject to the Amount Due for one day (i.e., the day that starts within 24 hrs of the cancellation).
- (d) **Service Fees and Invoicing**
Swing Education charges a Service Fee or Fees set as a percentage of the Daily Pay Rate or Rates, according to one of the below options.

Option A - Payment Plan. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of \$9,000, or in the alternative, the Top-Up Amount defined in the Pilot Program below, which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of \$3,000, Swing Education will invoice the Top-Up Amount again. Under Option A, Swing will charge a 25% Service Fee based on the Daily Pay Rates, for each Request. If the Top-Up Amount is not paid within 30 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Amount based on upon running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays).

Option B - Pay As You Go. Under Option B, upon execution of this contract, Swing Education will invoice the School for each Request on a regular basis, but no more than 30 days after each



Request. School shall pay all amounts due under each invoice within 30 days of the invoice date.

Under Option B, upon execution of this contract, Swing Education will not charge an initial Top-Up Amount. However, if both parties in the future consent to Option A, Swing Education will then invoice the School a Top-Up Amount as described under Option A above. Swing Education will charge a 35% Service Fee based on the Daily Pay Rates, for each successful fill. If an invoice is not paid within 30 days, Swing Education reserves the right to immediately discontinue all services.

School intends to utilize, (select one): X Option A 0 Option B

- (e) **Invoice Items.** School must identify any invoice item dispute to Swing Education within 60 days of the invoice in order to receive credit for such invoice item.
- (f) **Late Payments.** Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Under Option A, late payments are defined as amounts due 30 days after the Payment Plan Account Balance drops below the Minimum Balance. Under Option B, late payments are defined as any amounts due 30 days after invoice. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.

4. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both Parties. Failure to cure the breach after 30 days will allow the aggrieved Party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved Party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.



EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, BACKGROUND, RECORD, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

7. Limitation of Liability and Insurance. Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ, FBI or other agency.

Swing Education shall obtain, in order to cover the SwingSubs, general commercial liability insurance (or substantial equivalent) of at least \$1,000,000, and business accident insurance (or substantial equivalent) of at least \$125,000. Swing Education shall also obtain insurance of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate for SwingSub acts of abuse or molestation of students.

EACH PARTY SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, INCLUDING AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES, AND ALL ASSOCIATED LOSSES, TO THE EXTENT ARISING OUT OF (A) THAT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) A MATERIAL BREACH BY THAT PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION FROM YOU IN THE TWELVE MONTH PERIOD PRECEDING THE DATE A CLAIM IS FIRST ASSERTED.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Asha Visweswaran
COO

Date: _____

Email:
asha@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL:

Name:

Title:

Date: _____

Email:

Address:



Appendix A: Standard Terms

1. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

2. Dispute Resolution. *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the



method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this



Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or or as designated on the Signature Page.
 - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402, mike@swingeducation.com
 - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



- (d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (f) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (h) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (j) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (k) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1206 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1206 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,568.13
	Total	<u>\$1,568.13</u>

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: The total amount presented for approval is \$1,568.13 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1206 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 18/19-B40-001 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 18/19-B40-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

**FULLERTON SCHOOL DISTRICT
 CFD No. 2000-1 (Van Daele)
 Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
 District 40**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$5 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8611	Voted Indebt Levy Secured	-\$113
8660	Interest	108
	Total:	-\$5

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-6,675
7000	All Other Financing Uses	-2,091
9780	Other Designations	8,761
	Total:	-\$5

Explanation: This Resolution reflects adjustments to interest, tax revenue and other projected expenditures in the General Fund for District 40 (CFD No. 2000-1).

Approved: Dean West, CPA
 Assistant Superintendent of Business
 Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTION NUMBERED 19/20-B001 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolution numbered 19/20-B001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$24,035 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$24,035
	Total:	\$24,035

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$24,035
	Total:	\$24,035

Explanation: This Resolution reflects an increase from All the Arts and adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: August 13, 2019

TO: Robert Pletka, Ed.D., District Superintendent

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTION NUMBERED 18/19-B042 THROUGH 18/19-B047 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt resolution numbered 18/19-B042 through 18/19-B047 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:yd
Attachment

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$12,404 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	<u>\$12,404</u>
	Total:	<u>\$12,404</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	<u>\$65,314</u>
2000	Classified Salaries	10,878
3000	Employee Benefits	44,439
4000	Books and Supplies	-132,235
5000	Services & Other Operating Expenses	<u>24,008</u>
	Total:	<u>\$12,404</u>

Explanation: This Resolution reflects an increase in ASB reimbursements and adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$320,984 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$50,801
8699	All Other Local Revenue	270,183
	Total:	<u>\$320,984</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$4,875
2000	Classified Salaries	1,098
3000	Employee Benefits	-8,329
4000	Books and Supplies	297,177
5000	Services & Other Operating Expenses	34,431
7000	Other Outgo	1,482
	Total:	<u>\$320,984</u>

Explanation: This Resolution reflects revenue increases for Title II Teacher Quality, Title III English Learner Student Program, Title III Immigrant Student Program, Title IV Student Support and Academic Enrichment Grant (SSAE), and Early Learning Inclusive Pre-School (ELIP). It also includes increases for donations from various school sites, PTAs and foundations, as well as adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,231
2000	Classified Salaries	1,349
3000	Employee Benefits	-3,977
4000	Books and Supplies	-2,441
5000	Services & Other Operating Expenses	-1,162
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$22,786
2000	Classified Salaries	3,876
3000	Employee Benefits	3,363
4000	Books and Supplies	15,667
5000	Services & Other Operating Expenses	140
9789	Reserve for Economic Uncertainties	-45,832
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$13,499 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$13,499
	Total:	\$13,499

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$97,803
2000	Classified Salaries	2,324
3000	Employee Benefits	10,817
4000	Books and Supplies	-104,883
5000	Services & Other Operating Expenses	7,437
7000	Other Outgo	1
	Total:	\$13,499

Explanation: This Resolution reflects a revenue increase for Title I and adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$94,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$94,000
	Total:	\$94,000

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$1,840
2000	Classified Salaries	-78,992
3000	Employee Benefits	-34,404
4000	Books and Supplies	200,601
5000	Services & Other Operating Expenses	916
7000	Other Outgo	4,039
	Total:	\$94,000

Explanation: This Resolution reflects an increase in revenue for Quality Rating and Improvement System (QRIS) and adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: August 13, 2019

TO: Board of Trustees

FROM: Robert Pletka, Ed.D., District Superintendent

SUBJECT: **APPROVE/RATIFY OUT-OF-STATE CONFERENCE ATTENDANCE FOR DR. ROBERT PLETKA AND JEREMY DAVIS TO ATTEND THE LEAGUE OF INNOVATIVE SCHOOLS SPRING MEETING IN LOUDOUN COUNTY, VIRGINIA, OCTOBER 16-18, 2019**

Background: Fullerton School District is one of nineteen new school districts accepted into the League of Innovative Schools, a national coalition of forward-thinking school districts organized by Digital Promise, an independent, bipartisan nonprofit organization authorized by Congress to accelerate innovation in education. Fullerton School District was selected from a competitive and national pool of applicants based on its leadership, evidence of results, innovative vision for learning, and commitment to collaboration.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost not to exceed \$4,000 to be paid from Superintendent's Office budget #526 (\$2000) and Innovation and Instructional Support Services budget #409 (\$2000).

Recommendation: Approve/Ratify out-of-state conference attendance for Dr. Robert Pletka and Jeremy Davis, to attend the League of Innovative Schools Spring 2019 Meeting in Loudoun County, Virginia, October 16-18, 2019.

RP:cs